CITY OF NISSWA
AGENDA – REGULAR COUNCIL MEETING
TUESDAY, MARCH 17, 2026 -Amended v2
6:00 P.M. – NISSWA CITY HALL

The Council Meeting will also be accessible via YouTube Live on the City of Nisswa's channel at City of Nisswa, MN

Councilman Jesse Zahn will be joining remotely.

A. Call to Order
1. Pledge of Allegiance

B. Approve Agenda – (Council Motion)

C. Consent Calendar (NOTICE TO PUBLIC) – All matters listed are considered routine by the Council and will all be enacted by one motion. There will be no separate discussion of these items unless good cause is shown prior to the time the Council votes on the motion. (Council Motion)
1. Fire Department Report – February 2026
2. Parks and Recreation Report – March 2026
3. Pickle Report – February 2026
4. Police Report – March 2026
5. Public Works Department Report – March 2026
6. Planning & Zoning Report – March 2026
7. Spirits Report – January Final 2026
8. Spirits Report – February Draft 2026
9. City Council Retreat Special Meeting Minutes, September 18, 2025
10. City Council Town Hall Meeting Minutes, September 30, 2025
11. City Council Special Meeting Minutes, February 12, 2026
12. City Council Special Meeting Minutes, February 17, 2026
13. City Council Regular Meeting Minutes, February 17, 2026
14. Personnel Updates – March 2026
15. Presentation of Claims – Check register #156505 - 156671; totaling $503,488.16
16. Parks Donation Resolution – Community Giving
17. Nisswa Women's Club LG220 Gambling Permit
18. MN State Association of Narcotics LG220 Gambling Permit
19. Temporary Liquor License – Brainerd Jaycees - Run for the Lakes – May 1-2, 2026
20. Renewal of Consumption and Display Permit – Fritz's Resort - *Addition*

D. OPEN FORUM
1. Public Comment

E. REPORTS
1. City Attorney
2. City Engineer

F. OLD BUSINESS
1. Administrator/City Clerk Position (Council Action)

2. Spirits/Pickle – Consultant Services (Council Action) – *Amended – Information Added*
3. EDA Resolution (Council Action) *-Amended v2 – Information Added*
4. Verizon Cell Tower Appeal (Council Action)
5. Collaboration Services (Council Action)
6. 2027 Community Funding Federal Grant Consideration (Council Action)

G. NEW BUSINESS

1. Roy Access concerns – Laura Beeth (Council Information)
2. Parks – Contract for Nisswa Lake Park Restroom (Council Action
3. Parks – Nisswa City Park DNR Outdoor Recreation Grant (Council Action)
4. PW – 2026 Road Bond Professional Construction Services (Council Action)
5. PW – 2026 Road Bond Bid Recommendation (Council Action)
6. PW – Proposal to Plat Backage Road LRLR to Cty Rd 77 (Council Action)
7. PW – Proposal to Plat Backage Road from Cty Rd 13 to Timberwood Church (Council Action)
8. PW – Proposal to Plat Backage Road Plat New City Property (Council Action)
9. Sewer Line Jetting and Televising (Council Action)
10. PW- Reappoint Dil Stachour to the Public Works Committee & add Joe Hall as Second Liaison (Council Action)
11. Fire Department 2026 Budget and Fire Contracts (Council Action)
12. Town Hall Meeting Structure (Council Discussion)
13. Supervisors Union Contract & MOUs 1/1/2026 – 12/31/2028 (Council Action) *-Amended v2 – Information Added*
14. Clerical Union Contract & MOUs 1/1/2026 – 12/31/2028 (Council Action) *-Amended v2 – Information Added*
15. Teamsters Union Contract & MOU 1/1/2026 – 12/31/2028 (Council Action) *– Amended v2 – Addition*
16. Recommendation to move to Closed Session pursuant to MN Statute 13D.03 for Union Negotiations (Council Discussion Action)

H. COUNCIL/LIAISON REPORTS

1. Mayor
2. Council Members

I. ANNOUNCEMENTS & UPCOMING MEETING DATES

1.	March 25, 2026	Public Works Committee Meeting 5:00PM
2.	April 2, 2026	Parks Commission Meeting 5:00PM
3.	April 7, 2026	Planning Commission Meeting 5:00PM
4.	April 21, 2026	Regular City Council Meeting 6:00PM
5.	April 29, 2026	Public Works Committee Meeting 5:00PM

J. ADJOURN

Nisswa Fire Department Report

February 2026

Training for this month included forcible entry and a tool rodeo with Fire Inc. During forcible entry, firefighters worked with axes, Halligans and other forcible entry tools to pry open doors (both inward and outward swinging doors). Firefighters worked in pairs for this training. During the tool rodeo, firefighters and first responders reviewed equipment across the entire fire department including saws, extrication tools, airbags, cribbing, generator, fans, etc. This training helped firefighter and first responders familiarize themselves with being hands on with this equipment and practice using it.

Firefighters participated in pinball at the Nisswa Elementary School on 2/5/2026. Firefighters also stayed to have lunch with the elementary school students.

Call Breakdown:

Medical Calls	41
Structure Fire Calls/Vehicle Fire	2
Grass Fire/Brush Fire	2
Gas Leak/Odor	1
Motor Vehicle Accidents	0
Carbon Monoxide/Smoke Detector	3
Rescue/Special Event	1
Cancelled en route	0
Total:	**50 total**

Chief Bailey 218-851-2825

Parks & Recreation

March 2026

A. Department Report

1. Maintenance and Community Center
    a. Community Center updates and repairs are scheduled for March 31 – April 22, the building will be closed during this time
2. Recreation
    a. The warming house closed for the season on February 10. The warming house was open 47 days this season with 1,752 visitors tallied.
    b. Time For Play ends March 27
    c. Spring registration is open for soccer, t-ball, and mustang baseball
    d. Annual sponsorship letters went out at the end of February. Businesses interested in sponsorship or advertising opportunities can contact Amber.
3. Parks
    a. Gull Lake Trail/Nisswa Lake Park: Quotes to complete the work for the Nisswa Lake Park portion of the Gull Lake Trail – Phase 4B project were opened March 2. Quotes for approval are presented in the March Council packet.
    b. Nisswa City Park: Work continues on getting the playground design and supporting materials finalized to apply for the DNR Outdoor Recreation grant in March. A resolution and additional materials are presented in the March Council packet for approval.

B. Old Business

C. New Business

Respectfully,
Amber Moon Peterson

City Council Report - Pickle Factory
February 2026

2025 - % of Sales per Month

January	5.8%	July	13.7%
February	5.6%	August	12.0%
March	6.8%	September	9.2%
April	6.0%	October	7.0%
May	9.2%	November	6.8%
June	9.3%	December	8.7%

February Sales Comparison

	2025	2026	+/-	%	2026 Budget	% of Budget	Goal %
Sales	$90,409	$92,516	$2,107	2.33%	$1,765,050	5.2%	5.6%

February Expenses Comparison

	2025	2026	+/-	%	2025 Budget	% of Budget	Goal %
Merchandise for Resale	$16,696	$37,748	$21,052	126.1%	$600,000	6.3%	5.6%
Payroll	$29,425	$31,444	$2,019	6.9%	$355,348	8.8%	5.6%
Other Expenditures	$31,119	$28,563	-$2,556	-8.2%	$634,352	4.5%	5.6%
Total Expenditures	$77,239	$97,754	$20,515	26.6%	$1,589,700	6.1%	5.6%

Profit/Loss	$13,169	-$5,239

Keep in mind that this is a snapshot of the year and if you have any questions, please feel free to give me a call.

Last Month Review:

Numbers were a little bit higher than last year. Snowmobile traffic never picked up again, due to the poor snow conditions. Jubilee was a nice weekend with warmer than average weather. We had some pretty good numbers from that event.

Upcoming Events:

The next big event on the calendar, in Nisswa, will be fishing opener & Mother's Day weekend in May.

News & Notes:

Continuing to work on the bids for the chairs and walk-in cooler. Hoping to have those projects completed by the end of May.

Equipment & Repairs:

Nothing to report for month of February.

Terry Wallin, Pickle Mgr.

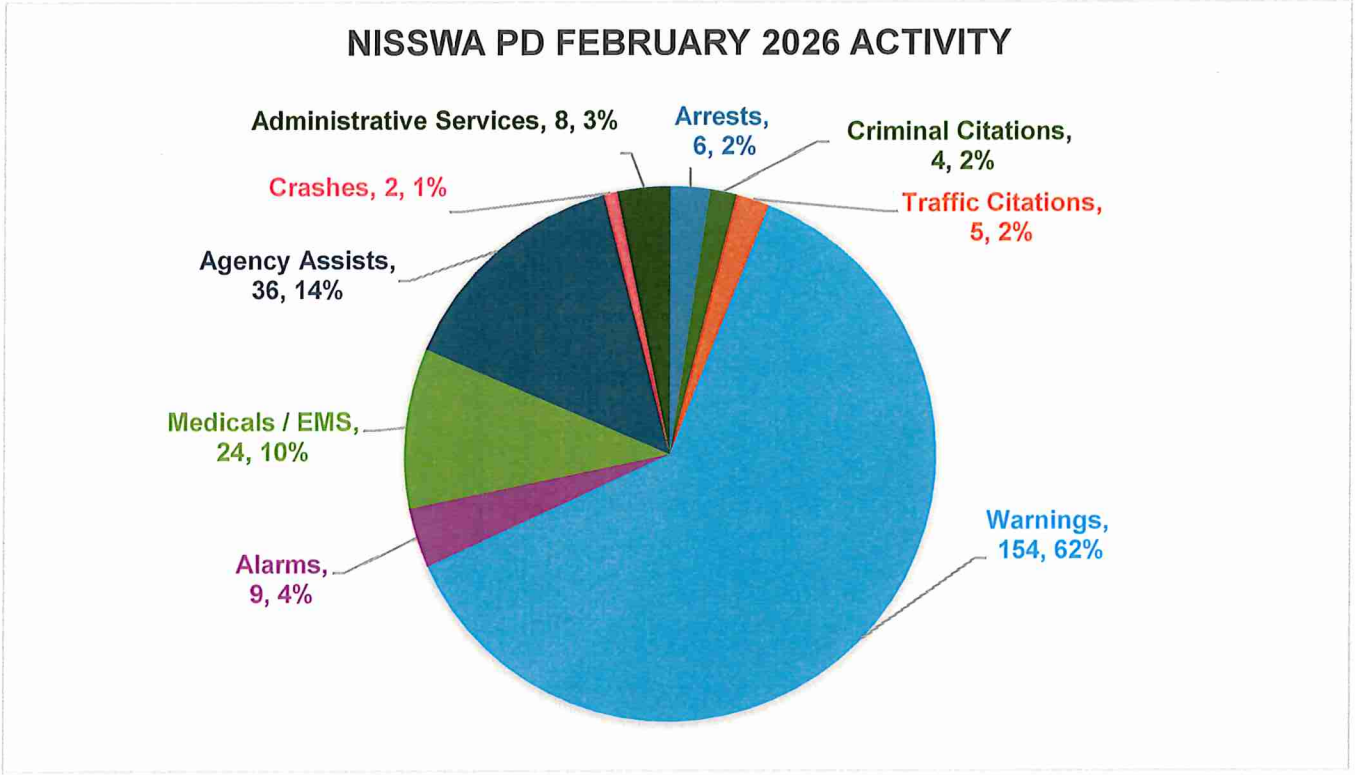
Nisswa Police Department
Council Report
March 2026

Prepared by Chief Todd Szymanski

Calls for Service

For February 2026, the NPD documented the following activities:

- **Total Incidents Reported:** **248**
  - Arrests: 6
  - Criminal Citations: 4
  - Traffic Citations: 5
  - Warnings: 154
  - Alarms: 9
  - Medicals / EMS: 24
  - Agency Assists: 36
  - Crashes: 2
  - Administrative Services: 8



How Calls Were Received

Email	2
In Person	10
Mail	0
Other	1
Phone	13
Radio	93
Visual	151

Notable Activity

02/05/2026 – A traffic stop resulted in the arrest of an adult male for 3rd degree DWI.

02/05/2026 – The NPD was dispatched to a phone call with the reporting party who advised they were scammed out of a substantial amount of money. The caller was advised the NPD submitted information to the FBI and FTC.

02/06/2026 – A traffic stop resulted in the arrest of an adult male for driving after cancellation inimical to public safety and the passenger was long formed for allowing illegal use of the vehicle.

02/14/2026 – A traffic stop resulted in the arrest of an adult male for suspected DWI. The driver was later released and cited for careless driving, speed, and failure to drive in a single lane.

02/22/2026 – A traffic stop resulted in the arrest of an adult male for suspected DWI. The driver was later released and cited for 4th degree controlled substance DWI.

02/24/2026 – A traffic stop resulted in the arrest of an adult male for controlled substance DWI and violation of driving restrictions.

02/27/2026 – A traffic stop resulted in the arrest of an adult male passenger for a warrant out of Beltrami for probation violation.

Public Works
Council Report
March 9th, 2026

Recommendation and Action Items
(All these items have supporting documents in the Council Packet.)

1) **RCA for 2026 Sewer Line Jetting and Televising.** An RCA, with quotes to provide this service, is included in your packet. This is part 2 of a 3-part program.
2) **RCA to Reappoint Dil Stachour and Advertise for an Additional Member to be Appointed to the Public Works Committee.** Dil's second term has ended. The Public Works Committee has recommended waiving the two-term limit so Dil can be reappointed. He would like to continue with the Committee. Details will be available in the RCA in your packet.
3) **RCA for 2026 Road Bond Bid Award.** A copy of letter of recommendation for bid award from Widseth is part of your packet.
4) **RCA for 2026 Road Bond Professional Construction Services.** This is Widseth's proposal to provide professional construction services for the 2026 Road Bond. Details of the services to be provided can be found in the copy of the proposal included in your packet.
5) **RCAs to Consider a Proposals from Widseth to Provide ROW Platting for Three Quadrants of the 371/77 Intersection Backage Roads.** Copies of the proposals are included in your packet.
    a. Widseth Proposal for ROW Platting and Existing Conditions for Lower Roy Lake Road to County Road 77 Backage Road.
    b. Widseth Proposal for ROW Platting and Existing Conditions Corridor Services for Timberwood Church Entrance to County 13 and Connection from Smiley Road to the Proposed Backage Road, Including Lift Station 12 Site.
    c. Widseth Proposal for Platting City of Nisswa Property, including Road ROW (Former Mills Property).

Current Projects Status

1) **Grand View Road Project.** Staff and the City Engineer are meeting with Grand View staff to look at and discuss concepts and parameters for the 2027 Road Bond on March 13th.
2) **2026 Road Bond.**
    a. Bids for the project were received on February 26th. The apparent low bidder is Anderson Brothers. An official presentation of the bids and Council acceptance will be provided by Widseth at the March Council meeting.
    b. Maps for the project are posted in the Council Chambers for review. Please direct any comments or questions to Dave Reese or me concerning the project.
    c. **2026 Road Bond Timeline Update**
        i. **Feb 26th, 2026 Open Bids.**
        ii. **Mar 17th, 2026 Award Contract. Approve Construction Observation Proposal.**
        iii. **April 21st, Competitive Bond Sale. Adoption Resolution for Issuance of GO Street Reconstruction Bonds.**
        iv. **May 4th, 2026 Begin Construction.**
        v. **Substantial Completion, October 15, 2026.**
        vi. **November 30th, 2026, Complete Construction.**
    d. Widseth has also updated the project cost estimate to **$4,527,000**.

i.	Sumac Trail	$136,000
ii.	Lendee Drive	$251,000
iii.	Hole In the Day Drive	$392,000
iv.	Old Govt Trail	$166,000
v.	Polks Road	$150,000
vi.	East Roy Lake Road	$566,000
vii.	Wooddale Road	$382,000
viii.	Kander Court	$160,000
ix.	Roy Lane	$472,000
x.	Edna Lane	$628,000
xi.	Edna Lake Road	$1,107,000
xii.	Parkway Drive	$117,000

    e. On October 8th the Council contracted with Johanneck Appraisals to deliver the value of the ROW to be obtained. The city attorney will work to obtain the necessary right of way following the appraisal work.
3) **2026 Lakers Lane Safe Routes to School.** Staff met with representatives from Brainerd Schools and Widseth on February 25th, to follow up on a November 10th meeting about updating sidewalks and crosswalks. We looked at a preliminary concept for the 2026 phase of the project and discussed some options for later phases. We are working on a phased, joint project between the school and the city. Widseth will work with the school under their Master Contract with ISD 181 on the 2026 phase of the project, and the City's portion of the improvements will be incorporated with the school's plans. We will need a cost sharing agreement for this work for the city to reimburse the school district for professional costs of planning, design, and construction administration. Basically, the school will cover the cost of the sidewalk repairs, the city will cover the cost of the street drainage and street pavement replacement costs. Generally, such cost split agreements are based on pro-rating costs between the two parties based on the amount of the respective construction costs that each ultimately have in the project. I will work on getting a draft of this agreement done by the April Council meeting.

4) **Lift Station #1 Rebuild.** This project is nearing bidding. We are waiting to obtain the property to build on.
5) **Lift Station #12 Build.** A platting project, so this property can be purchased, is being discussed at the March meeting.
6) **2027 Road Bond.**
    a. The Public Works Committee reviewed concepts for the City Hall Street and Main Street intersection. They Committee asked Widseth to create additional concepts to include an offset T intersection, and relocate the depot building and caboose to the Historical Society property. These concepts will be reviewed at the March Public Works Committee meeting.
    b. The Council approved Widseth to do survey work inside Grand View for the project in October. Widseth will be using the information to put together 30% plans and work on the scope of the 2027 Road Bond. We will be getting a proposal for 30% plans and specs for the Grand View roads from Widseth at the January 2026 Council meeting it will also include work to get 100% plans and specs for Upper Roy Lake Road, Park Ave, Alley East of Main Street, Fire Station Parking Lot, Community Center Parking Lot, City Hall Parking Lot.
    c. **2027 Road Bond Timeline Update**
        i. Feb-April 2026 — 30% Design GVL Area.
        ii. May 2026 — Informational meeting.
        iii. June 2026 — City Council Approval of Final Design. Agreement for the GVL Area.
        iv. July-Sept 2026. — 100% Design.
        v. October 2026 — Easement Sketch/Descriptions.
        vi. February 2027 — Bidding.
        vii. March 2027 — Construction Contract Award.
        viii. June 1, 2027 — Construction Tree Clearing Completed by.
        ix. Sept 30, 2027 — Construction Completed
7) **Backage Roads.** There are three RCAs being considered this month to advance the backage road projects. Details can be found in the RCAs and attached proposals in your Council packet.
8) **City Water System.** We applied for congressional discretionary spending through Congressman Stauber's office. Our amount requested is $4.8 million, as part of a $6 million total project cost, to establish a municipal water system to serve the city owned property at the intersection of 371 and County Road 77.
9) **MNDOT 371 2030.** No update this month.

Operations Reports
Maintenance, Corey Larson, Public Works Supervisor

1. We had collected 68 garbage bags in February.
2. We replaced the ceiling lights in the firehall with LED lights.
3. We met with interviewees for potential administration job.
4. We only plowed snow once in February.
5. I took Jake Kuntz (MMUA Safety) around our city and showed him some roads and our shop and how we can improve on safety throughout town.
6. At the chamber, we replaced the drinking fountains and bottle filler.
7. We fixed and realigned the belly blade on the Western Star snow plow.
8. Fixed multiple hydraulic leaks on various equipment in the fleet.

9. Met with and got a bid from Mikes Tree Service to take down dead trees in the cemetery and along road right of way on Camp Lincoln.
10. We chiseled and cleared storm drains to shed water off the roads.

Sewer, Mike Deck, Sewer Department Supervisor

1. I completed all testing and reporting as required by the MPCA per our wastewater permit.
2. The repair for Lift Station #7 was completed on Feb 2nd.
3. I had 2.68 million gallons of inflow to the treatment plant for the month of February, 5.51 million gallons for the year to date.
4. I replaced run time meter on Lift Station 3.
5. I received and completed 5 underground utility requests through gopher state one call.
6. The replacement pump was installed on Lift Station 3 on Feb 2nd.
7. I had 1 emergency call on a step station, due to frozen discharge line in the month of February.
8. I had 0 SSTS inspection and 0 city sewer connections for the month of February.
9. I am continuing to work with plumber to get a water meter installed at the new laundromat on Church Street. No new information at this time.
10. I ordered our annual step station pump replacement stock order.
11. I repaired our high-volume pump in car wash bay.
12. I am working on our annual sewer line jetting proposal. More to come.
13. I completed LED light conversion at sewer plant buildings.

FYI

1) The next **Public Works Committee meeting** is planned for March 25th at 5 pm.

Thank you,

Thomas Blomer
Public Works Director
City of Nisswa

CITY OF NISSWA

City Planner Report
March 2026
Submitted by Steven Timblin, City Planner

Mayor and City Council,

The Planning Commission held a regular meeting on February 3rd, 2026, at which there was the following:

1) Public Hearings **(5:00 PM)**
   a. ~~**Variance Application 005-26** seeking to obtain a variance to construct a principal residential structure and install a new septic system, both with reduced ordinary high water (OHW) setbacks in the Shoreland Residential (SR) zoning district. Subject property located at: 21584 Nisswa Lake Ln, Nisswa, MN 56468 (PID 28110717). Owner/Applicant: Nielsen, David and Ailene~~ Moving to April's Agenda with re-noticing
   b. **Variance Application 006-26** seeking to obtain a variance for reduced setback to construct an addition to the principal residential structure from the road right-of-way within the Shoreland Residential (SR) zoning district. Subject property located at 25500 Roy Lane, Nisswa, MN 56468 (PID 28100554). Owner/Applicant: Burdick, Steven and Natalie Approved
2) New Business
   a. Sketch Plan Review – Dan Marrin Discussion
   b. Chapter 20: Land Use and Development – Presentation of draft changes to Chapter 20 Discussion
3) Old Business
   a. None

Land Use Permits:

There have been 9 land use permits issued in 2026.

Respectfully,

Steven Timblin
City Planner

CITY OF NISSWA

2026 Planning Activity Report

Permits	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Single Family Dwelling Unit	18	15	10	17	34	54	38	22	21	24	1
Commercial Dwelling Unit	1	3	39	18	1	1	6	0	9	0	
New Commercial Building or Addition	2	5	8	3		2	2	4	3	8	
Septic System	23	19	22	19	27	29	22	27	21	21	
Sewer Hook Up				9	13	31	18	7	9	14	1
Additions, Accessory Structures, Decks, patios, etc)	37	36	32	37	35	44	55	30	36	31	4
911 Address Request Filing	12	16	45	11	45	30	25	13	10	20	
Fence permit	2	2	1	4	5	6	1	9	3	5	
Demolition Permit (Only)	4	2	4	0			6	3	3	3	2
Shoreland Alteration Permit (Shoreland grading permits prior to 2023)	4	7	8	3	4		3	20	20	12	1
Chicken Coop								1	3	1	
Total*	**103**	**105**	**169**	**121**	**164**	**197**	**176**	**136**	**138**	**139**	**9**

**Totals reflected above may differ from number of land use permits issued due to multiple uses applied for on the same permit issuance*

Planning Applications	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Conditional Use Permit	8	16	8	19	4	6	12	8	5	12	1
Interim Use Permit	4	2	3	0	1	1	1	0	2	3	
Subdivision (PP & FP)	0	2	1	1	0	2	8	0	0	0	
Metes & Bounds Survey	3	3	7	2	5	1	2	2	3	5	
Variance	7	4	3	7	3	1	9	11	9	10	2
Zone Change	2	3	5	1	2	5	1	1	1	0	
Ordinance Amendments	10	11	7	7	5	4	1	6	4	2	
Lot Line Adjustment	0	0	2	3	1	0	5	2	6	3	
Total	**34**	**41**	**38**	**33**	**18**	**20**	**39**	**30**	**30**	**35**	**6**

Zoning Violations/Complaints	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Submitted	6	4	10	16	16	20	6	7	3	7	2
Resolved					15	17	4	2	2	7	1
Monitoring								4	2	4	1

Spirits of Nisswa - January 2026 Council Report

2025 - % of Sales per Month

January	3.9%	July	18.9%
February	4.3%	August	15.3%
March	4.5%	September	8.1%
April	4.7%	October	6.4%
May	9.5%	November	5.5%
June	12.2%	December	6.7%

	2025	2026	+/- from 2025	2026 Budget	% of Budget	Goal %
January Sales Comparison	$205,979	$216,075	$10,096	$4,645,585	4.65%	3.9%

	2025	2026	+/- from 2025	2026 Budget	% of Budget	Goal %
YTD Sales Comparison	$205,979	$216,075	$10,096	$4,645,585	4.65%	3.9%

	2025	2026	+/- from 2025	2026 Budget	% of Budget	Goal %
January Merchandise for Resale	$91,035	$47,396		$2,999,473	1.6%	3.9%
Payroll	$56,281	$57,553	$1,272	$590,209	9.8%	8.33%
Capital Outlay Expenditure Transfered in January	$15,500					
City Transfer Expenditure in January	$245,000					
January Expenditures	$452,124	$143,813	-$308,311	$4,634,361	3.1%	3.9%
YTD Total Expenditures	$452,124	$143,813	-$308,311	$4,634,361	3.1%	3.9%

	2025	2026
Profit	-$246,144	$72,262
YTD Profit	-$246,144	$72,262

Thank you
Brian

Spirits of Nisswa - February 2026 Council Report

2025 - % of Sales per Month

January	3.9%	July	18.9%
February	4.3%	August	15.3%
March	4.5%	September	8.1%
April	4.7%	October	6.4%
May	9.5%	November	5.5%
June	12.2%	December	6.7%

	2025	2026	+/- from 2025	2026 Budget	% of Budget	Goal %
Feb Sales Comparison	$186,756	$197,315	$10,559	$4,645,585	4.25%	4.3%

	2025	2026	+/- from 2025	2026 Budget	% of Budget	Goal %
YTD Sales Comparison	$392,735	$413,390	$20,655	$4,645,585	8.90%	16.0%

	2025	2026	+/- from 2025	2026 Budget	% of Budget	Goal %
Feb Merchandise for Resale	$91,035	$136,323		$2,999,473	4.5%	4.3%
Payroll	$36,887	$38,172	$1,285	$590,209	6.5%	8.33%
Capital Outlay Expenditure Transfered in January	$15,500					
City Transfer Expenditure in January	$245,000					
February Expenditures	$175,638	$190,066	$14,428	$4,634,361		
YTD Total Expenditures	$628,164	$333,879	-$294,285	$4,634,361		

	2025	2026
Profit	$11,118	$7,248
YTD Profit	-$235,428	$79,511

Just wanted to let you know that what I'm sharing now are rough draft numbers.

I'll have accurate February numbers in the March report.

Thank you
Brian

CITY OF NISSWA
MINUTES – CITY COUNCIL RETREAT SPECIAL MEETING
THURSDAY, SEPTEMBER 18, 2025
8:00 AM – NISSWA COMMUNITY CENTER

Pursuant to due notice and call, the Nisswa City Council held a Retreat/Workshop on Thursday, September 18, 2025, from 8:00AM to 4:30PM at the Nisswa Community Center.

Members present: Jennifer Carnanhan, Joe Hall, Bruce London, Jesse Zahn.
Members absent: Mark Froehle
City staff present: Tom Blomer, Maggi Wentler, Amber Moon Peterson, Steven Timblin.
Also Present: Tom Pearson, City Attorney, Bill Westerberg, Widseth

Call to Order – Jennifer Carnahan called the Retreat to order at 8:30AM.

The City Council discussed the following topics, as set forth on the Agenda, no Council Action was taken:

City Organization Structure Admin/Clerk/Finance Department

Continued discussion was had about the potential restructuring of these departments. Hall noted he would like to see a Clerk/Admin or Clerk position with Finance and a Front Desk Clerk/Communications. Zahn suggested Admin/Clerk, Finance Director, Deputy Clerk structure. Hall stated he was ok with Admin/Clerk position if they follow council directives. Hall and Zahn both agree that accountability within this Admin/Clerk position is extremely important. It must have checks and balances. Carnahan stated we need to review the Personnel Policy, City Code and Ordinances. Zahn and Hall stated that the job duties and responsibilities need to be in line with what the council is looking for. Bruce stated he wasn't sure if the city needed an administrator and believed we could go the Clerk and Treasurer route. Zahn brought up another option: Admin/Clerk, Deputy Clerk, Finance Director HR Director, where the Finance Director would report directly to the Council. Or possibly have the HR functions be outsourced.

Motion: Zahn motioned to reconvene this discussion to Tuesday, September 23, at 4pm, seconded by Carnahan. Motion carried unanimously.

Liquor Committee/Public Works Committee/Personnel Committee/Department Liaisons

Hall stated that the Personnel Committee needs to be redefined. He would also like to see Public Works and Planning and Zoning have a joint meeting when needed.

Zahn would like to keep the Liquor Committee. Public Works Committee need to focus on getting engagement from members. He also believes that the Personnel Committee needs to be redefined. Public Works Committee has 2 council, 2 citizens, City Engineer, and Public Works Director.

Council agreed that Council Liaisons they would keep for now as they bring value to the council and staff.

Motion: Zahn motioned to reconvene this discussion to Tuesday, September 23, at 4pm, seconded by Carnahan. Motion carried unanimously.

Bond Presentation – Heather Casperson from PFM

Heather gave a presentation on basics of bonding.

Parks Future Planning and Funding

Amber Moon Peterson talked about Local Option Sales Tax (LOST) and what this could do for funding the Park Master Plan. She also noted there are other grants available to assist with funding the park. If no LOST how do, we fund the park improvements and replacements? Hall suggested the next step would be to get the community involved with fundraising. London stated we should host a public meeting to educate the public on LOST.

Carnahan stated we should start with something we can complete to show the community we are serious about this; get a win". She believes we could do more with fundraising. Moon Peterson questioned why roads don't have to be fundraised to replace and improve existing infrastructure, but the park does?

Hall stated that 90% of the community do not even know we are trying to improve the park. We as a city need to educate and communicate.

Hall and London both agree that we need to get out in the community and find a small committee to do fundraising, as the city cannot actively fundraise.

Motion: Zahn motioned for Moon Peterson to take the next step to move forward with LOST, seconded by Hall. Motion carried unanimously.

Zahn questioned if there are other revenue streams? Maybe Pickle or Spirits revenue? Zahn noted he would also like to discuss the contributions that Pickle and Spirits contribute to offset the levy.

Motion: Zahn motioned to reconvene this discussion to Tuesday, September 23, at 4pm, seconded by Hall. Motion carried unanimously.

Land Development

Zahn would like to continue moving with the next steps on the newly acquired land and what we need to do to get the property portion we would like to sell and get the bond paid off. Zahn stated that he would like to start working on forming and Economic Development Authority (EDA). Westerberg stated first step on land development would be to look at the best land location for city water and work around that.

2026 Road Bond Appraisal

Tom Pearson, City Attorney, is working on appraisals and should have something in November.
Motion: Zahn motioned to reconvene this discussion to Tuesday, September 23, at 4pm, seconded by Hall. Motion carried unanimously.

2026 Preliminary Budget

Carnahan stated she would like to keep the levy at or below 3% increase. She suggested removing the Capital Reserves from Planning & Zoning and remove the flock cameras from the Police budget seeing what Crow Wing County does with theirs. Hall stated there may be grants or donations available to fund these cameras.
Motion: Zahn motioned to reconvene this discussion to Tuesday, September 23, at 4pm, seconded by Hall. Motion carried unanimously.

ADJOURN – There being no further business, the Council Retreat Special meeting was adjourned at 3:09PM.

Respectfully Submitted,

Jennifer Carnahan, Mayor

Maggi Wentler, Interim City Administrator

C10

CITY OF NISSWA
MINUTES – SPECIAL 'TOWN HALL' COUNCIL MEETING
TUESDAY, SEPTEMBER 30, 2025
5:00 PM – NISSWA COMMUNITY CENTER

A Special Nisswa City Council Town Hall meeting was held Tuesday, September 30, 2025, at 5:00pm at the Nisswa Community Center. This meeting was not recorded.

Members present: Jennifer Carnahan, Mark Froehle, Joe Hall, Bruce London, Jesse Zahn.
Members absent: none.
City staff present: Maggi Wentler, Tom Blomer, Steven Timblin, Amber Moon Peterson, Brian Farrell
Also present: Widseth City Engineer – Bill Westerberg;
Audience members present: 56 members of the public were present.

Call to Order – Mayor Jennifer Carnahan called the Town Hall meeting to order at 5:06PM.

2026 Budget

Wentler provided a summary of the budget levy along with debt service. It was also noted the amount of dollars that the Pickle and Spirits give to offset the levy with their profits. Truth in Taxation meeting is scheduled for December 16, 2026 at 6pm.

2026 Road Bond

Currently the plans are 90% complete and construction is proposed to start Summer of 2026.

Parks Master Plan

Moon Peterson reviewed the park master plan and talked about the status of the current state of infrastructure. Funding ideas and options were talked about, Local Option Sales Tax, Fundraising Committee, Grant options,

Local Option Sales Tax (LOST)

A summary of LOST was discussed as an option to move forward with to help fund the park. It was noted that grants the city applies for are not always granted, we most of the time need matching funds.

Gull Lake Trail Update

Moon Peterson stated that we are working on the trail along County Road 77 and it should be paved soon. It is scheduled to be mostly completed by mid-October. The grant expires at the end of June, so the project must be completed by that date.

We did have some extra funds available due to bidding coming in a bit lower. The extra funds we are able to use to install a bathroom at Nisswa Lake Park, the bike trailhead.

Between the Lake Park will stay as it is for now. We will work on adding a sign at the entrance and controlling vegetation growth.

City Administrator – Audience Discussion

Roger Landers questioned when the city would be replacing the City Administrator, our top executive. Carnahan stated the council is discussing what the current structure should be; nothing has been decided at this point. Staff is great and has continued city business. Zahn stated he is in favor of Administrator/Clerk structure. Hall stated he is not concerned about the title but more about getting the right person doing the job. He thanked staff for doing a great job as they haven't missed a beat! London believes we need an Administrator. Froehle stated every ship needs a captain to lead.

Fred Heidmann (audience) stated the council needs to put a process together to give directions to the Administrator and staff. The Administrator is the most important job of the city. There has been a lot of turnover and the council may need to reflect on why.

Land Development

Ideas that were floated around on what the land could be used were discussed; Public Safety or Government Building, Water Tower, Commercial Businesses, and Housing. The council needs to consider infrastructure needs and costs as it adds up quickly.

Audience member questioned why our Fire Department takes medical calls when Brainerd does not. Hall stated the fire department took over medical calls about 10-15 years ago, due to ambulance delays. Audience member stated the fire department does about 700 medical calls a year, might be better off getting another ambulance in the area verses building a multimillion-dollar building.

There being no further business or comments from residents the Nisswa City Town Hall Meeting was concluded at 7:16PM. Motion carried unanimously.

Respectfully Submitted,

Jennifer Carnahan, Mayor

Maggi Wentler, Interim City Administrator

CITY OF NISSWA
MINUTES – SPECIAL COUNCIL MEETING
THURSDAY, FEBRUARY 12, 2026 – 10:30 A.M.
NISSWA CITY HALL

Members present: Jennifer Carnahan, Bruce London, Mark Froehle
Other Members Present: Dave Reese, City Engineer; Tom Pearson, City Attorney; Tyler Glynn, BLAEDC
Members Present via Zoom: Jesse Zahn
Members absent: Joe Hall
City staff present: Maggi Wentler, Interim City Administrator; Tom Blomer, Public Works Director; Steven Timblin, City Planner

Audience members: 1 member of the public were present

A. Call to Order

Mayor Jennifer Carnahan called the special meeting of the City of Nisswa City Council to order at 10:30 AM on Thursday, February 12, 2026, at Nisswa City Hall.

The Mayor noted that the special meeting was called by Council Members Zahn and Hall, though Council Member Hall was absent due to a family emergency. Council Member Zahn attended remotely.

Mayor Carnahan expressed concern about the scheduling of special meetings during weekday mornings, noting this was the second time within two weeks that this meeting had been scheduled, canceled, and rescheduled. She emphasized that special meetings create additional costs for taxpayers, including attorney time, special meeting compensation, and pulling staff from regular duties. The Mayor also noted that the timing limited public accessibility and participation.

B. Economic Development Authority/Commission Discussion

Mayor Carnahan began by noting she had discovered that an Economic Development Authority (EDA) is already codified in Nisswa City ordinance section 2-125b(8). She explained that according to Minnesota state statute 469.091, establishment of an EDA requires council adoption of an enabling resolution, which would be reflected in city ordinances. The last amendment to city ordinances occurred on October 21, 2020, meaning the EDA has been in place at least since then.

The Mayor questioned whether anyone had a copy of the original enabling resolution, which would have outlined the size, composition, membership structure, meeting frequency, and governance requirements of the EDA.

Mr. Pearson, the city attorney, confirmed that while the ordinance references an EDA and there had been an EDA operating in the past, staff could not locate any information about how the EDA was formed, meeting minutes, or documentation about its disbandment. Ms. Wentler presented a resolution that closed out EDA funds, but Mr. Pearson noted this was not a formal disbanding resolution.

Mr. Pearson advised that whether or not the original EDA was properly disbanded was not critical to the current discussion. He suggested that if the Council decided to move forward with an EDA, they could draft a resolution that either recreated or amended the existing EDA.

Tyler Glynn, serving as an economic development consultant, explained the differences between an Economic Development Authority (EDA) and an Economic Development Committee (EDC):

- An EDA has greater authority and can work directly on projects, though major decisions still require Council approval
- While an EDA has taxing authority, this power is optional and must be approved by the City Council
- An EDA board typically consists of five members, with two being Council members and three being community members who either reside in or own a business within city limits
- An EDC is purely advisory, has no formal powers, and consists only of community members, not Council members

Council Member Froehle expressed concern about adding another taxing authority. Mr. Glynn clarified that while an EDA has taxing capability, this is entirely at the Council's discretion. The EDA can recommend a tax for specific projects, but the Council has final approval authority. He cited Baxter as a city that has an EDA but does not exercise its taxing authority, while Brainerd does.

Mr. Glynn emphasized that an EDA provides better structure for economic development activities and would give him more authority as the city's contracted economic development person. The EDA would serve as an intermediary body between his work with developers and the City Council.

Council Member Zahn explained that the purpose of the special meeting was to provide direction to the city attorney to draft the necessary resolution for establishing an Economic Development Authority or Committee. He noted that while the city has been without a full-time administrator since April of the previous year, the Council needed to continue moving city business forward, particularly regarding development of city-owned property on Highway 371.

After discussion, Council Members Froehle and London indicated they preferred an Economic Development Committee rather than an Authority, primarily due to concerns about taxing authority. However, after Mr. Glynn's clarifications about Council oversight of any taxing decisions, they expressed openness to reconsidering.

Given the absence of Council Member Hall and the complexity of the discussion, the Council decided to continue the discussion at the regular Council meeting scheduled for the following Tuesday at 6:00 PM. This would allow Council Member Hall to participate and give all Council members time to further consider the information presented.

C. Adjourn

Council Member Froehle moved to adjourn the meeting, seconded by Council Member London. The motion passed unanimously. The meeting was adjourned at 11:02 AM.

Respectfully submitted,

Jennifer Carnahan, Mayor

Maggi Wentler, Interim City Administrator

CITY OF NISSWA
MINUTES – SPECIAL COUNCIL MEETING
TUESDAY, FEBRUARY 17, 2026 – 10:30 A.M.
NISSWA CITY HALL

Members present: Jennifer Carnahan, Bruce London, Jesse Zahn, Joe Hall, Mark Froehle
Other Members Present: Wendell Sande and Hannah Keltgen with South Central Service Cooperative
Members absent: none
City staff present: Maggi Wentler, Interim City Administrator; Tom Blomer, Public Works Director; Steven Timblin, City Planner

Audience members: 2 members of the public were present

A. Call to Order

Mayor Jennifer Carnahan called the special meeting of the City of Nisswa City Council to order on Tuesday, February 17, 2026, at 10:34 AM at Nisswa City Hall.

B. City Administrator/City Clerk Interviews

The Council conducted interviews for the City Administrator/City Clerk position that has been vacant. The interviews were facilitated by Wendell from South Central Service Cooperative, the firm engaged by the Council to assist with the search process.

Mayor Carnahan provided an overview of the interview process, noting that each candidate would have approximately 55 minutes for their interview with 5-7 minutes at the end for wrap-up and questions from the candidates. She emphasized the importance of asking consistent questions of all candidates to maintain fairness throughout the process.

Four candidates were interviewed during the session:

Interview with Jamie Lawrence

Mr. Lawrence participated virtually due to a previously scheduled vacation. He introduced himself as having served nearly 9 years as City Administrator in Sac City, Iowa. He shared his background in municipal government, including experience with the US Forest Service, Department of Corrections, economic development, and regional planning.

Mr. Lawrence emphasized his experience with infrastructure projects, particularly water and wastewater systems, housing development, and recreational opportunities. When asked about his interest in Nisswa, he mentioned visiting the community during Christmas and being impressed with the town, its amenities, and people. He expressed that he was seeking a position where he could settle until retirement.

During questioning, Mr. Lawrence discussed his approach to communication, conflict resolution, strategic planning, and economic development. He highlighted his philosophy of being a good liaison between council and staff, focusing on transparency, and establishing clear roles. He noted his experience with TIF financing and housing development initiatives.

When asked about his expectations from the council, Mr. Lawrence emphasized the need for clear direction and understanding of council's expectations. He described how he would spend his first month by developing relationships with staff, council members, and the community.

Interview with Emily Burns

Ms. Burns introduced herself as having experience in municipal government, including roles as assistant finance director, assistant city administrator, and finance director. She shared that she began her career in juvenile probation before moving to the public sector, with extensive experience in budget management and grants.

She discussed her time as assistant city administrator for Cimarron, Kansas, where she handled various responsibilities including utility billing, ordinance enforcement, and economic development. Ms. Burns explained that she had moved to Minnesota when her current position as finance director in Owatonna opened up, and is now seeking a position closer to the Little Falls area due to family considerations.

During questioning, Ms. Burns emphasized her approach to communication, conflict resolution, and building relationships with staff and the community. She discussed her experience with economic development projects, including working with a port authority and exploring options for vacant buildings.

When asked about her leadership style, Ms. Burns stated she values passion and providing staff with the tools they need to accomplish goals. She noted that she would spend her first month getting to know staff, reviewing budgets, and understanding the community's needs and priorities.

Two community members, Mr. Duy and Mr. Landers, were invited to ask questions. Mr. Dewey expressed appreciation for direct communication, and Mr. Landers asked about Ms. Burns' experience with planning and zoning issues.

Interview with Zeke Jackson

Mr. Jackson shared his background in local government, including roles as town manager in Exmore, Virginia, and village administrator positions in Wisconsin communities with tourism-focused economies. He emphasized his experience in economic development, infrastructure management, and planning.

He explained his personal interest in the position was partly due to family connections to Minnesota, as well as his professional experience with water-based communities that have a tourism focus. During questioning, Mr. Jackson demonstrated knowledge of Nisswa gained through research and a visit to the community, including observations about the Paul Bunyan Trail, business mix, and lakefront development.

When discussing his approach to communication and conflict resolution, Mr. Jackson emphasized the importance of reading people's responses and adjusting accordingly. He explained his collaborative approach to strategic planning, involving residents, business owners, and stakeholders in the process.

Mr. Jackson shared his philosophy on economic development, suggesting a review of zoning codes to remove barriers to development and ensure appropriate infrastructure is in place. He

emphasized his experience with tourism development and described his management style as expecting excellence and cooperation.

Interview with Jessica Albrecht

The fourth candidate, Jessica, introduced herself as originally from the area, having graduated from Brainerd High School. She explained that she had moved away but maintained connections to the area and had returned about 8 months ago to reestablish herself in the community.

She expressed interest in the position as an opportunity to serve the community and be part of Nisswa's growth, acknowledging the challenges of being a small town with a large seasonal population and tourism economy. During questioning, Jessica emphasized her approach to communication, facilitation, and conflict resolution based on her international experience.

When discussing strategic planning, Jessica emphasized the importance of input from department heads, council, and the community to develop feasible plans that align with budgets and priorities. She noted her legal and financial experience would be beneficial to the role of city administrator.

Jessica described her management style as collaborative with an open-door policy, emphasizing clear communication of expectations and being open to feedback from staff. When asked about her priorities for Nisswa, she mentioned road upgrades, developing plans for the recently purchased property, and improving community communication.

C. Closed session pursuant to MN Statutes 13D.03 labor negotiations

After completing the interviews, the Council discussed whether to proceed with deliberations in closed or open session. While the agenda indicated a closed session was planned and South Central Service Cooperative representatives noted this was their typical practice with other cities, the City's labor attorney had provided guidance to remain in open session.

After discussion about the benefits of a thorough conversation in closed session to properly evaluate candidates without potential concerns about hurting feelings, Council member Zahn made a motion to move into closed session.

Motion by Council Member Zahn, seconded by Council Member London, to move to closed session pursuant to Minnesota statutes 13D.03 regarding labor negotiations specifically for the purpose of discussing an employment agreement/negotiations for the city administrator/clerk position.

Motion carried unanimously.

The Council moved into closed session at approximately 3:15 PM.

Respectfully submitted,

Jennifer Carnahan, Mayor

Maggi Wentler, Interim City Administrator

CITY OF NISSWA
MINUTES – REGULAR COUNCIL MEETING
TUESDAY, FEBRUARY 17, 2026 – 6:00 P.M.
NISSWA CITY HALL

Members present: Bruce London, Jesse Zahn, Joe Hall, Mark Froehle
Other Members Present: Dave Reese, City Engineer; Bill Westerberg, City Engineer; Tom Peterson, City Attorney; Heather Casperson, PFM remotely
Members absent: Jennifer Carnahan
City staff present: Maggi Wentler, Interim City Administrator; Tom Blomer, Public Works Director; Steven Timblin, City Planner; Brian Farrell, Spirits Manager; Todd Szymanski, Police Chief

Audience members: 20 members of the public were present

A. Call to Order

Council Member Joseph Hall called the regular meeting of February 17, 2026 to order at 6:00 PM. All members rose for the Pledge of Allegiance.

B. Approve Agenda

A motion was made to approve the agenda with one exception, noting that item H.7 (Roy Access concerns) has been tabled until March.

Motion by Council Member Zahn to approve the agenda as presented with the noted exception for item H.7. Seconded by Council Member Froehle. Motion carried unanimously.

C. Consent Calendar

Acting Mayor Hall explained that all matters listed on the consent calendar are considered routine by the council and will be enacted in one motion, with no separate discussion unless good cause is shown prior to voting.

Motion by Council Member Zahn to approve the consent calendar as presented. Seconded by Council Member London. Motion carried unanimously.

D. Open Forum

Acting Mayor Hall opened the public forum for comments on items not on the agenda, explaining that agenda-related items would have opportunity for comment during their respective discussions. No citizens approached the microphone, and the open forum was closed.

E. Reports

1. City Attorney

The City Attorney indicated they had nothing to report for the evening.

2. City Engineer

The City Engineer provided a brief update on the 2026 streets general project and mentioned they were in the process of planning for the 2027 streets project.

F. Public Hearing

1. 2026 Street Reconstruction Plan & Bond Resolution

The Council opened the public hearing regarding the 2026 Street Reconstruction Plan and Bond Resolution.

Motion by Council Member Zahn to open the public hearing for the 2026 street reconstruction plan and bond resolution. Seconded by Council Member Froehle. Motion carried unanimously.

City Engineer Dave Reese gave a presentation on the 2026 Street Improvements, similar to information reviewed at a public information meeting in December. He recapped the project scope, timeline, and current estimates. The presentation outlined that the projects aim to improve public safety, property access, roadability, roadway strength, drainage, and address ongoing maintenance concerns for roads at the end of their service life.

The timeline was presented: public informational meeting (December), street bond hearing (February 17), bid opening (February 26), contract award consideration (March 17), with construction expected May through November.

The current project estimate has increased from what was presented in December, now including bonding and financing costs with a total bond issuance of $5,750,000. Dave noted contingency is built into these numbers and that the bidding environment appears favorable.

Acting Mayor Hall asked if all necessary acquisitions and easements were secured, which was confirmed.

There was a discussion regarding the financing model, with Heather from the city's financial adviser (attending via Zoom) explaining that they've modeled both the 2026 and 2027 road bond programs to minimize year-to-year levy impact. She noted that after this public hearing, there would be a 30-day "reverse referendum" window, after which they would look to issue debt in April with closing in May.

Motion by Council Member Zahn to approve the resolution adopting a street reconstruction plan and approving the issuance of general obligation street reconstruction bonds. Seconded by Council Member London. Motion carried unanimously.

Motion by Council Member Zahn to close the public hearing regarding the 2026 street reconstruction plan and bond resolution. Seconded by Council Member London. Motion carried unanimously.

The Council then closed the public hearing at 6:12 PM.

G. Old Business

1. Public Works - Street Lights to Hills Crossing

It was noted that this matter was kicked back to the Public Works Committee, but the committee did not have a quorum at its last meeting so they were unable to address the issue. The matter will be taken up at the Public Works meeting at the end of February.

Motion by Council Member Froehle, seconded by Council Member Zahn to table the item until after the Public Works Committee meeting. Motion carried unanimously.

2. EDA/EDC Discussion

Council Member explained that in November/December of 2024, the City of Nisswa acquired approximately 70 acres on the west side of Highway 371 south of Sportland Bait Shop. The city determined they needed a body or vehicle to help drive development of that property without requiring council involvement at every step. An Economic Development Authority (EDA) or Economic Development Committee (EDC) would have the governing authority to help drive that development.

There was extensive discussion about what powers such an authority should have. City Attorney Tom Pearson explained that they would need to draft a new enabling resolution since they could not find documentation of when the previous EDA was formed or formally disbanded.

The council discussed specific authorities that would or would not be granted to the EDA:

- The EDA would not have independent power to determine tax increment districts without council approval
- The EDA would not have independent power to acquire property
- The EDA would not have power to issue bonds or make/guarantee credit enhancements
- The EDA would not have independent power to develop districts by filling, grading, and protecting property
- Business assistance would be provided through the contractual agreement with BLAEDC

The council discussed the EDA board composition, agreeing on a 5-person board which would require 2 sitting council members. Tyler from BLAEDC indicated he would manage the EDA but would not be a voting member. Board members must be either majority owners of a Nisswa business or Nisswa citizens.

The council determined the EDA should initially meet monthly due to the city's ownership of the property for over a year, with the possibility of shifting to quarterly meetings later. Staff support would come from the city administrator, public works, planning and zoning, and the city clerk.

The City Attorney and Tyler will work together to draft a resolution for consideration at the March regular meeting.

3. Spirits Lease with Schaeffer's

The Liquor Committee reported that the Schaeffer family has approached the city about possible negotiations regarding the lease cost. The current lease rate is $17.76 per square foot, and the proposed new rate for any expanded space would be $21 per square foot. The Schaeffer family has indicated willingness to adjust terms back to the original but maintain the same dollar value.

There was discussion about who would own the fixtures and equipment in any expanded area, with Brian (Spirits manager) clarifying that over the 20 years, numerous items have been upgraded and it's tracked which ones belong to the city versus the Schaeffers.

Motion by Council Member Zahn to authorize the Liquor Committee with the addition of Mayor Carnahan to facilitate negotiations regarding the Spirits lease with Schaeffers. Seconded by Council Member London. Motion carried unanimously.

4. Verizon Cell Tower Appeal

Paula West, representing 33 residents who petitioned for the appeal, spoke to the council about their objections to the approved variances for the Verizon cell tower. She noted that Variance #30-125 actually contained six different variances packaged together, including:

1. A variance for 70 feet from the nearest residential zoned property where 500 feet is required
2. A variance for a setback of 33 feet from the nearest property line where 190 feet is required
3. A variance for a 190-foot tower where 150 feet is the maximum allowed
4. Questions about what "practical difficulties" existed to justify the variances

Ms. West expressed concerns about visual pollution, potential property value impacts, safety concerns about tower failures during storms near an assisted living facility, and the tower being visible throughout Main Street, which does not align with the city's comprehensive plan. She suggested the city and Verizon could collaborate on a solution that meets everyone's needs, possibly with a less powerful tower downtown and a higher tower on the city's newly purchased property near Sportland Corners.

Roger Landers also spoke, raising a procedural concern that the Planning Commission had grouped all six variances together rather than considering each one individually with separate findings of fact.

City Attorney Pearson explained that if the council wished to grant the appeal and reverse the Planning Commission's decision, they would need findings of fact to support that decision, which would be prepared for the next meeting.

Motion by Council Member Zahn to grant the Verizon cell tower appeal presented and to further instruct the City Attorney and staff to prepare findings of fact to be presented at the March meeting. Seconded by Council Member Froehle. Motion carried 3-1, with Council Member Hall voting no.

H. New Business

1. Spirits - Request for Council Pay Raise

Brian, from Spirits, presented a request for a pay raise for employee Joey Hendrickson, explaining that he does an excellent job and they need additional staff members with keys who can close the store when others are on vacation or sick.

Motion by Council Member Zahn to approve the request for the council pay raise for Joey Hendrickson as presented. Seconded by Council Member London. Motion carried unanimously.

2. Spirits/Pickle - Consultant Services

Brian Farrell, Spirits Manager presented information about feasibility studies for potentially expanding the Spirits store. He provided three options for consideration:

- The Delaney study at approximately $35,700, which would be very comprehensive
- LOCI, a Minnesota-based company that has worked with other municipal liquor stores, at $7,000-$10,000
- MMBA consultant Brenda, who has 37 years of experience managing municipal liquor stores, at approximately $1,000

Brian recommended starting with Brenda from MMBA, as she argues against expensive feasibility studies since municipal liquor store finances are public records and cities can benchmark against similar operations. He expressed concern about spending a large amount on a study given the uncertain future of Minnesota liquor laws and the evolving THC market.

Acting Mayor Hall noted that if the city is going to be in the liquor business, they need to do it better or get out of the business entirely. He stated that expanding will not necessarily make the business more profitable without a clear business plan. He argued that the city would be more profitable leasing out the Pickle building to another company that would operate it more efficiently.

After discussion, the council agreed that a business plan was needed before any expansion decisions.

Motion by Council Member Zahn to give the Liquor Committee preauthorization up to $25,000 for the scope of services through consulting services, with provisions for a business plan through scope of services for Pickle Factory and Spirits of Nisswa, with the request to include Mayor Carnahan in the process. Seconded by Council Member Froehle. Motion carried unanimously.

3. Public Works - ISD 181 / Lakers Lane Joint Project Preliminary Design Services

Tom Blomer, Public Works Director presented a proposal for preliminary design services for a joint project with ISD 181 for Lakers Lane. The school would be upgrading sidewalks along the school, while the city's portion would involve improvements to curb, gutter, and drainage.

Motion by Council Member Zahn to approve the public works/ISD 181 Lakers Lane joint project preliminary design services proposal as presented. Seconded by Council Member London. Motion carried unanimously.

A question was raised about whether a light or flashing light had been discussed for uptown. Public Works explained that this was a three-phase project, with lights and crosswalks planned for a later phase.

4. Public Works - 5-year Street Reconstruction Plan 2026 - 2030

Tom Blomer, Public Works Director presented the 5-year street reconstruction plan, which is a requirement for the 2026 road bond. The plan details roads to be worked on in 2026 and 2027, with preliminary estimates for 2027 that will be revised next year.

Motion by Council Member Zahn to approve the public works 5-year street reconstruction plan for 2026 through 2030 as presented. Seconded by Council Member Froehle. Motion carried unanimously.

5. Public Works - Accept Resignation Pete Cary

Tom Blomer, Public Works Director reported that Pete Cary, a maintenance tech, has submitted his resignation with plans to retire. Pete was described as a fantastic employee who will be missed.

Motion by Council Member Froehle to accept the resignation of Pete Cary. Seconded by Council Member London. Motion carried unanimously.

6. Public Works - Advertise for Maintenance Tech Position

With the resignation of Pete Cary, Public Works requested permission to advertise for his replacement. The position is expected to be filled in April after a 2-3 week advertising period.

Motion by Council Member Zahn to approve the advertisement request for a maintenance tech position. Seconded by Council Member London. Motion carried unanimously.

7. Roy Access concerns - Laura Beeth

This item was tabled until the March meeting, as noted in the agenda approval.

8. Collaboration Services with the League of MN Cities

Acting Mayor Hall explained that he had reached out to the League of Minnesota Cities about their Collaboration Services. This free service would help the city address turnover, changes, and conflicts by working with staff, council, the mayor, and department heads to build teamwork and camaraderie. The service is covered under the city's subscription to the League.

The service would be tailored to Nisswa's specific needs and would help as the city transitions to a new city administrator. Initial contacts would be made through the Personnel Committee and the City Administrator would handle scheduling.

Motion by Council Member Froehle to go forward with the collaboration services with the League of Minnesota Cities as presented. Seconded by Council Member Zahn. Motion carried unanimously.

9. Council Liaisons

The council reviewed the 2026 council liaison appointments. It was noted that a liaison was needed for the administrative clerk finance team, and Council Member Jesse volunteered to fill that role.

Motion by Council Member Froehle to accept the 2026 council liaison appointments as presented with the addition of Council Member Zahn as the liaison for the administrative clerk finance team. Seconded by Council Member Zahn. Motion carried unanimously.

10. 2027 Road Reconstruction Update

City Engineer Dave Reese provided an update on the 2027 road bond and project. All survey work has been completed, and they are working on preliminary design for the area around Grand View Roads. The downtown roads and parking lot design are 100% designed. There will be a review with the Public Works Committee next week on concepts for City Hall Street, Nisswa Avenue, and Church Street.

11. 2027 Community Funding Federal Grant Consideration

The city received an email from Congressman Pete Stauber's office about an opportunity to submit projects for fiscal year 2027 federal funding. The email indicated projects should be "shovel ready" and have broad community support, with a submission deadline of March 7.

The council discussed potential projects including Lift Station #12, water system improvements, or infrastructure for the city's recently acquired 78 acres. Tyler with BLAEDC offered to research what constitutes "shovel ready" at the federal level and to identify what types of projects were approved in the previous funding cycle.

12. RFP for Labor Attorney

The council reviewed a draft Request for Proposal (RFP) for legal services specifically related to labor and employment matters. This follows a discussion from the January meeting about putting the request out to their current labor attorney group and potential future providers.

Motion by Council Member Zahn to approve the draft RFP for labor attorney. Seconded by Council Member London. Motion carried unanimously.

13. Dan Boberg Concept Plan Presentation

Dan Boberg and Mark Ronnei presented a concept plan for developing approximately 40-43 acres of land owned by the Boberg family, including the old lumberyard property and surrounding land. Rather than presenting a single project, they wanted to discuss a master plan for the entire area, which would be affected by city decisions about connecting Hazelwood to Highway 77.

The conceptual plan showed potential uses including:

- Storage buildings and office/warehouse buildings on the northern portion
- Market-rate apartments in a 3-story building (potentially 24-48 units)
- Single-family homes along the golf course
- Possible duplexes and short-term rental units

They requested collaboration with the city on infrastructure planning, particularly regarding sewer access and road connections. Mark Ronnei explained that engineering analysis is expensive, and they wanted initial feedback before proceeding with detailed plans. They indicated development would likely happen in phases over approximately 10 years, with the northern area and golf course lots potentially being developed first.

Council members acknowledged the proposal was intriguing and noted the city had its hands full with development of its own recently acquired property. They suggested the EDA might be a good venue for further discussions once it's established.

Acting Mayor Hall had to leave the meeting for a fire call. Council Member Zahn took over to chair the rest of meeting.

14. Recommendation to move to Closed Session for Labor Negotiations

This item was tabled until the March Regular Meeting.

I. Council/Liaison Reports

1. Mayor

Mayor Carnahan was absent on business.

2. Council Members

Council Member Hall had left to respond to a structure fire.

Council Member Froehle provided an update on the Parks commission, noting they are working diligently on a grant for playground replacement, with plans to bring information back to the council at the end of March.

J. Announcements & Upcoming Meeting Dates

The upcoming meetings were announced as listed in the agenda.

K. Adjourn

Motion by Council Member Froehle to adjourn the meeting. Seconded by Council Member London. Motion carried unanimously.

The meeting was adjourned at 8:09 PM.

Respectfully submitted,

Joseph Hall, Acting Mayor

Maggi Wentler, Interim City Administrator

PERSONNEL UPDATES

March 2026

Hires

Name	Position	Department	Employee Type	Effective	Pay Rate	Notes
Sienna Farrell	Liquor Store Clerk	Spirits	Part Time	3/7/2026	$18.81	
Steve Burdick	Park Commission	Parks	Commission	2/1/2026	$25/Meeting	

Position Changes

Name	Position	Department	Employee Type	Effective	Pay Rate	Notes

Departures

Name	Position	Department	Employee Type	Effective	Pay Rate	Notes
Pete Cary	Public Works Maintenar	Public Works	Full Time	3/20/2026	$30.03/hr	Resignation

Leaves

Name	Position	Department	Employee Type	Leave Start Date	Leave End Date	Notes
Jeremy Rooney	Police Officer	Police	Full Time	1/30/2026		FMLA

Check Issue Date	Check Number	Payee	Amount
02/04/2026	156505	ALEASHA DULLUM	100.00
02/04/2026	156506	AMERICAN WELDING & GAS INC	68.35
02/04/2026	156507	ANDERSON BROTHERS	1,109.63
02/04/2026	156508	ARTISAN BEER COMPANY	32.36
02/04/2026	156509	ASCAP	458.00
02/04/2026	156510	AUTOSMITH SERVICE GROUP LLC	536.25
02/04/2026	156511	BERNICKS	4,924.98
02/04/2026	156512	BOBCAT OF BRAINERD	298.23
02/04/2026	156513	BRAINERD LAKES AREA CHAMBER OF COMMERC	3,055.50
02/04/2026	156514	BREAKTHRU BEVERAGE MN WINE & SPIRITS	2,677.22
02/04/2026	156515	C & L DISTRIBUTING	25,056.47
02/04/2026	156516	CARDMEMBER SERVICES	6,839.48
02/04/2026	156517	CINTAS CORP	398.80
02/04/2026	156518	CITY OF BRAINERD	4,163.25
02/04/2026	156519	CODY JOSEPH LENDWAY	280.00
02/04/2026	156520	COLUMN SOFTWARE PBC	2,593.08
02/04/2026	156521	CROW WING COOPERATIVE POWER & LIGHT CO	225.60
02/04/2026	156522	CROW WING COUNTY LAND SERVICES	2,400.00
02/04/2026	156523	CTC	1,680.05
02/04/2026	156524	CVICPLUS	1,775.63
02/04/2026	156525	D & D BEVERAGE LLC	7,940.62
02/04/2026	156526	DALLMAN SIGNS	650.00
02/04/2026	156527	DAVID DROWN ASSOCIATES, INC.	1,100.00
02/04/2026	156528	DELTA DENTAL	1,034.35
02/04/2026	156529	DIAMOND INDUSTRIAL CLEANING EQUIPMENT	120.00
02/04/2026	156530	DRASTIC BREWING LLC	468.00
02/04/2026	156531	DSC COMMUNICATIONS	451.50
02/04/2026	156532	ELECTRIC PUMP INC	172.58
02/04/2026	156533	EQUIPMENT MANAGEMENT COMPANY	1,010.00
02/04/2026	156534	F.I.R.E. FIRE INSTRUCTION & RESCUE EDUCA	5,930.00
02/04/2026	156535	FERRELLGAS LP	330.64
02/04/2026	156536	FIDELITY SECURITY LIFE - ATTN: A/R	64.41
02/04/2026	156537	FINKEN WATER INC	182.96
02/04/2026	156538	FIRST SUPPLY LLC	65.22
02/04/2026	156539	FLAHERTY & HOOD, P.A.	4,338.75
02/04/2026	156540	FORUM COMMUNICATIONS BRAINERD DISPATCH	323.89
02/04/2026	156541	FRANKLIN DISTRIBUTION CO LLC	1,265.58
02/04/2026	156542	GALLS PARENT HOLDINGS LLC	484.63
02/04/2026	156543	GAMMELLO - PEARSON, PLLC	6,948.00
02/04/2026	156544	GHA TECHNOLOGIES INC	1,655.68
02/04/2026	156545	GLS PROMOTIONS LLC	604.75
02/04/2026	156546	GOODIN COMPANY	25.90
02/04/2026	156547	GRANITE CITY JOBBING CO INC	4,288.18
02/04/2026	156548	HEGGIES PIZZA LLC	959.60
02/04/2026	156549	INDEPENDENT SCHOOL DISTRICT 181	5,700.00
02/04/2026	156550	JEFFERSON FIRE & SAFETY	146.66
02/04/2026	156551	JUNKYARD BREWING CO LLC	911.00
02/04/2026	156552	LEAGUE OF MINNESOTA CITIES	3,022.00
02/04/2026	156553	MADISON NATIONAL LIFE INSURANCE CO INC	874.42
02/04/2026	156554	MAINTAIN X INC	3,763.20
02/04/2026	156555	MATTSON LUMBER COMPANY	10.53
02/04/2026	156556	METRO SALES, INC.	222.52
02/04/2026	156557	MEYER MIDWEST	922.06
02/04/2026	156558	MIDWEST MACHINERY CO.	3,396.84
02/04/2026	156559	MILLS MOTOR, INC.	185.48
02/04/2026	156560	MINNESOTA MUNICIPAL UTILITIES ASSOCIATIO	750.00
02/04/2026	156561	MINNESOTA POWER	10,798.06

Check Issue Date	Check Number	Payee	Amount
02/04/2026	156562	MINNESOTA PUBLIC EMPLOYEES ASSOC.	360.00
02/04/2026	156563	MINNESOTA RECREATION AND PARK ASSOCIATIO	325.00
02/04/2026	156564	MINNESOTA SECRETARY OF STATE	120.00
02/04/2026	156565	MN PUBLIC FACILITIES AUTHORITY	22,165.00
02/04/2026	156566	MN STATE FIRE DEPT ASSOC	225.00
02/04/2026	156567	NAPA AUTO PARTS BAXTER	175.74
02/04/2026	156568	NISSWA HARDWARE LLC	321.15
02/04/2026	156569	NORTHLAND FROZEN PIZZA INC	860.35
02/04/2026	156570	OLD DUTCH FOODS, INC.	104.33
02/04/2026	156571	OMNISITE	3,632.00
02/04/2026	156572	PAUSTIS WINE COMPANY	1,465.75
02/04/2026	156573	PEOPLES SECURITY COMPANY INC	2,030.00
02/04/2026	156574	PEPSI-COLA CO.	185.40
02/04/2026	156575	PHILLIPS WINE & SPIRITS	4,959.59
02/04/2026	156576	PINE RIVER DENTAL ARTS	100.00
02/04/2026	156577	SCHAEFERS FOODS	664.35
02/04/2026	156578	SCHAEFERS OF NISSWA LIMITED	8,923.40
02/04/2026	156579	SHANNONS AUTO BODY INC	716.01
02/04/2026	156580	SIGNSPOT	2,220.00
02/04/2026	156581	S-N-K CAR WASH & OIL CHANGE	104.79
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	7,687.74
02/04/2026	156583	STREICHER'S, INC.	629.28
02/04/2026	156584	SUPERIOR MECHANICAL	12,252.50
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	4,769.32
02/04/2026	156586	TEAMSTERS JOINT COUNCIL 32 HEALTH FUND	8,165.00
02/04/2026	156587	TEAMSTERS LOCAL UNION #346	496.00
02/04/2026	156588	THE HOME CITY ICE COMPANY	171.74
02/04/2026	156589	THE WAGON LLC DBA HONEY WAGON	1,890.00
02/04/2026	156590	THE WINE COMPANY	991.38
02/04/2026	156591	THELEN HEATING & ROOFING INC	180.00
02/04/2026	156592	U.S. BANK EQUIPMENT FINANCE	204.08
02/04/2026	156593	ULINE, INC	185.39
02/04/2026	156594	US BANK	1,000.00
02/04/2026	156595	USABLUEBOOK	178.45
02/04/2026	156596	VERIZON	953.77
02/04/2026	156597	VESTIS GROUP, INC	59.01
02/04/2026	156598	VINOCOPIA INC	840.25
02/04/2026	156599	WASTE PARTNERS INC	2,065.87
02/04/2026	156600	WIDSETH SMITH NOLTING AND ASSOCIATES INC	48,730.05
02/04/2026	156601	WINE MERCHANTS	1,578.55
02/04/2026	156602	XCEL ENERGY	4,705.03
02/04/2026	156603	XTONA	6,896.60
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY INC	13,306.51
02/04/2026	156605	VIKING COCA COLA BOTTLING CO.	3,161.85
02/14/2026	156606	ANTHONY KAPUSINSKI	1,600.00
02/14/2026	156607	CODY JOSEPH LENDWAY	280.00
02/14/2026	156608	SOMA ENTERTAINMENT	880.00
02/14/2026	156609	SPIRITS OF NISSWA	375.00
02/23/2026	156610	ARTISAN BEER COMPANY	835.40
02/23/2026	156611	BERNICKS	5,254.83
02/23/2026	156612	BREAKTHRU BEVERAGE MN WINE & SPIRITS	5,014.45
02/23/2026	156613	C & L DISTRIBUTING	9,771.22
02/23/2026	156614	CUSTOM FIRE APPARATUS, INC	169.59
02/23/2026	156615	D & D BEVERAGE LLC	16,206.22
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY INC	19,247.42
02/23/2026	156617	LOCATORS & SUPPLIES INC	175.56
02/23/2026	156618	OXFORD STREET MERCHANTS	1,278.52

Check Issue Date	Check Number	Payee	Amount
02/23/2026	156619	PHILLIPS WINE & SPIRITS	8,105.23
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	12,149.49
02/23/2026	156621	THE WINE COMPANY	407.48
02/24/2026	156622	ACTIVE911 INC.	725.70
02/24/2026	156623	AMERICAN WELDING & GAS INC	68.35
02/24/2026	156624	BOLTON & MENK INC	17,371.00
02/24/2026	156625	BRAINERD TRUCK AND TRAILER	369.99
02/24/2026	156626	CLIMATE MAKERS, INC	2,132.22
02/24/2026	156627	CODY JOSEPH LENDWAY	560.00
02/24/2026	156628	COLUMN SOFTWARE PBC	30.01
02/24/2026	156629	COMPASS MINERALS AMERICA INC	8,088.27
02/24/2026	156630	CRESCENT ELECTRIC SUPPLY COMPANY	899.50
02/24/2026	156631	CTC	1,638.36
02/24/2026	156632	DACOTAH PAPER CO	1,198.70
02/24/2026	156633	DIAMOND INDUSTRIAL CLEANING EQUIPMENT	259.17
02/24/2026	156634	DOLLIFF INSURANCE	783.00
02/24/2026	156635	DSC COMMUNICATIONS	1,126.98
02/24/2026	156636	ESSENTIA HEALTH BRAINERD SPECIALTY CLINI	63.00
02/24/2026	156637	F.I.R.E. FIRE INSTRUCTION & RESCUE EDUCA	1,200.00
02/24/2026	156638	FERGUSON WATERWORKS	1,743.50
02/24/2026	156639	FERRELLGAS LP	47.54
02/24/2026	156640	FLAHERTY & HOOD, P.A.	4,912.50
02/24/2026	156641	GLS PROMOTIONS LLC	14.75
02/24/2026	156642	GRANITE CITY JOBBING CO INC	5,913.04
02/24/2026	156643	HEGGIES PIZZA LLC	1,329.75
02/24/2026	156644	INITATIVE FOUNDATION - 446122	1,000.00
02/24/2026	156645	INNOVATIVE OFFICE SOLUTIONS LLC	1,383.49
02/24/2026	156646	IP NETWORKS, INC.	429.00
02/24/2026	156647	MACQUEEN EQUIPMENT, LLC	70.00
02/24/2026	156648	MEDICA INSURANCE COMPANY	26,119.41
02/24/2026	156649	METRO SALES, INC.	222.52
02/24/2026	156650	MINNESOTA POWER	1,799.24
02/24/2026	156651	MITYLITE INC	1,915.00
02/24/2026	156652	NAPA AUTO PARTS BAXTER	246.47
02/24/2026	156653	NCPERS GROUP LIF INS.	48.00
02/24/2026	156654	NISSWA AUTOMOTIVE, INC.	464.17
02/24/2026	156655	NORTHLAND FROZEN PIZZA INC	624.70
02/24/2026	156656	OLD DUTCH FOODS, INC.	79.43
02/24/2026	156657	PEPSI-COLA CO.	103.00
02/24/2026	156658	PIKE PLUMBING & HEATING OF BRAINERD INC	120.00
02/24/2026	156659	SCHAEFERS FOODS	317.26
02/24/2026	156660	SIGNATURE CONCEPTS INC	1,834.18
02/24/2026	156661	S-N-K CAR WASH & OIL CHANGE	185.25
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	3,678.67
02/24/2026	156663	TEAMSTERS JOINT COUNCIL 32 HEALTH FUND	8,165.00
02/24/2026	156664	THE HOME CITY ICE COMPANY	340.88
02/24/2026	156665	THE PRINT SHOP INK	441.05
02/24/2026	156666	THOMAS EVERETT GRIMSLEY	88.00
02/24/2026	156667	USABLUEBOOK	195.74
02/24/2026	156668	VERIZON	388.49
02/24/2026	156669	VIKING COCA COLA BOTTLING CO.	1,337.25
02/24/2026	156670	WIDSETH SMITH NOLTING AND ASSOCIATES INC	14,193.50
02/24/2026	156671	XTONA	4,925.60
Grand Totals:			503,488.16

Check Date	Check No	Payee	Description	Amount	GL Account	GL Account Title
DALLMAN SIGNS						
02/04/2026	156526	DALLMAN SIGNS	SQUAD GRAPHICS FOR NEW 2026 SQUAD	650.00	123-42210-550	CR:PD MOTOR VEHICLES
Total DALLMAN SIGNS:				650.00		
GAMMELLO - PEARSON, PLLC						
02/04/2026	156543	GAMMELLO - PEARSON, PLLC	2025-2026 ROAD BOND MATTERS	150.00	465-41910-300	PROFESSIONAL SERVICES
Total GAMMELLO - PEARSON, PLLC:				150.00		
MITYLITE INC						
02/24/2026	156651	MITYLITE INC	TREE CART	1,915.00	221-41940-560	CR:CC FURNITURE & FIXTURES
Total MITYLITE INC:				1,915.00		
MN PUBLIC FACILITIES AUTHORITY						
02/04/2026	156565	MN PUBLIC FACILITIES AUTHORITY	GO STREET BOND 2012	2,910.00	324-43140-611	GO STR 2012 DEBT SER: BOND INT
Total MN PUBLIC FACILITIES AUTHORITY:				2,910.00		
US BANK						
02/04/2026	156594	US BANK	MN GO ABATE BOND 2024A	500.00	331-47140-620	GO ABATE DEBT SERV: FISCAL AGT
02/04/2026	156594	US BANK	MN GO ABATE BOND 2024B	500.00	332-47140-620	GO ABATE DEBT SERV: FISCAL AGT
Total US BANK:				1,000.00		
WIDSETH SMITH NOLTING AND ASSOCIATES INC						
02/04/2026	156600	WIDSETH SMITH NOLTING AND ASSOCIATE	GULL LAKE TRAIL PHASE 4B	1,570.25	471-45140-300	GLT PROFESSIONAL FEES
02/04/2026	156600	WIDSETH SMITH NOLTING AND ASSOCIATE	2025 STREET IMPROVEMENTS	43,465.00	465-41910-300	PROFESSIONAL SERVICES
02/24/2026	156670	WIDSETH SMITH NOLTING AND ASSOCIATE	GULL LAKE TRAIL PHASE 4B	292.50	471-45140-300	GLT PROFESSIONAL FEES
02/24/2026	156670	WIDSETH SMITH NOLTING AND ASSOCIATE	2027 STREET IMPROVEMENTS	2,000.00	465-41910-300	PROFESSIONAL SERVICES
02/24/2026	156670	WIDSETH SMITH NOLTING AND ASSOCIATE	2027 STREET IMPROVEMENTS	500.00	465-41910-300	PROFESSIONAL SERVICES
Total WIDSETH SMITH NOLTING AND ASSOCIATES INC:				47,827.75		
Total :				54,452.75		

Check Date	Check No	Payee	Description	Amount	GL Account	GL Account Title
COMMUNITY CENTER						
COMMUNITY CENTER REFUND						
02/04/2026	156505	ALEASHA DULLUM	SECURITY DEPOSIT REFUND	100.00	220-41940-810	CC REFUNDS & REIMBURSEMENTS
02/04/2026	156576	PINE RIVER DENTAL ARTS	SECURITY DEPOSIT REFUND	100.00	220-41940-810	CC REFUNDS & REIMBURSEMENTS
Total COMMUNITY CENTER REFUND:				200.00		
CTC						
02/04/2026	156523	CTC	COMM CENTER INTERNET	80.00	220-41940-320	CC COMMUNICATION
02/24/2026	156631	CTC	COMM CENTER INTERNET	80.00	220-41940-320	CC COMMUNICATION
Total CTC:				160.00		
MINNESOTA POWER						
02/04/2026	156561	MINNESOTA POWER	25628 MAIN ST COMMUNITY CENTER	377.94	220-41940-380	CC UTILITY SERVICES
Total MINNESOTA POWER:				377.94		
WASTE PARTNERS INC						
02/04/2026	156599	WASTE PARTNERS INC	GARBAGE - COMM. CENTER	211.93	220-41940-437	CC OTHER/SALES TAX
02/04/2026	156599	WASTE PARTNERS INC	GARBAGE - COMM. CENTER	214.33	220-41940-437	CC OTHER/SALES TAX
Total WASTE PARTNERS INC:				426.26		
XCEL ENERGY						
02/04/2026	156602	XCEL ENERGY	COMMUNITY CENTER	462.10	220-41940-380	CC UTILITY SERVICES
Total XCEL ENERGY:				462.10		
Total COMMUNITY CENTER:				1,626.30		

Check Date	Check No	Payee	Description	Amount	GL Account	GL Account Title
FIRE DEPARTMENT						
ACTIVE911 INC.						
02/24/2026	156622	ACTIVE911 INC.	ACTIVE911 12 MONTH RENEWAL	725.70	210-42210-433	FD DUES & SUBSCRIPTIONS
Total ACTIVE911 INC.:				725.70		
AUTOSMITH SERVICE GROUP LLC						
02/04/2026	156510	AUTOSMITH SERVICE GROUP LLC	KARGO	536.25	210-42210-210	FD OPERATING SUPPLIES
Total AUTOSMITH SERVICE GROUP LLC:				536.25		
BRAINERD TRUCK AND TRAILER						
02/24/2026	156625	BRAINERD TRUCK AND TRAILER	REPLACE SWITCH FOR TANK HEATER	369.99	210-42210-400	FD REPAIRS & MAINT - CONTRA
Total BRAINERD TRUCK AND TRAILER:				369.99		
CTC						
02/04/2026	156523	CTC	FIRE DEPT INTERNET	75.00	210-42210-320	FD COMMUNICATION
02/24/2026	156631	CTC	FIRE DEPT INTERNET	75.00	210-42210-320	FD COMMUNICATION
Total CTC:				150.00		
CUSTOM FIRE APPARATUS, INC						
02/23/2026	156614	CUSTOM FIRE APPARATUS, INC	RED LENS FOR LIGHT BAR	169.59	210-42210-220	FD REPAIR & MAINTENANCE SUPPLI
Total CUSTOM FIRE APPARATUS, INC:				169.59		
DOLLIFF INSURANCE						
02/24/2026	156634	DOLLIFF INSURANCE	LONG TERM DISABILITY POLICY 1 OF 3 INSTALLM	783.00	210-42210-360	FD INSURANCE
Total DOLLIFF INSURANCE:				783.00		
DSC COMMUNICATIONS						
02/04/2026	156531	DSC COMMUNICATIONS	BATTERY	451.50	210-42210-219	FD RADIOS
Total DSC COMMUNICATIONS:				451.50		
EQUIPMENT MANAGEMENT COMPANY						
02/04/2026	156533	EQUIPMENT MANAGEMENT COMPANY	BATTERY TOOL	1,010.00	210-42210-400	FD REPAIRS & MAINT - CONTRA

Check Date	Check No	Payee	Description	Amount	GL Account	GL Account Title
Total EQUIPMENT MANAGEMENT COMPANY:				1,010.00		
F.I.R.E. FIRE INSTRUCTION & RESCUE EDUCA						
02/04/2026	156534	F.I.R.E. FIRE INSTRUCTION & RESCUE EDU	EMS TRAINING	1,430.00	210-42210-438	FD SCHOOL\TRAINING
02/04/2026	156534	F.I.R.E. FIRE INSTRUCTION & RESCUE EDU	MN BASIC FIREFIGHTER TRAINING - HERMANSON	4,500.00	210-42210-438	FD SCHOOL\TRAINING
02/24/2026	156637	F.I.R.E. FIRE INSTRUCTION & RESCUE EDU	FORCIBLE ENTRY TRAILER HANDS ON SKILLS	1,200.00	210-42210-438	FD SCHOOL\TRAINING
Total F.I.R.E. FIRE INSTRUCTION & RESCUE EDUCA:				7,130.00		
IP NETWORKS, INC.						
02/24/2026	156646	IP NETWORKS, INC.	FIREWALL AT THE FIREHALL	143.00	210-42210-210	FD OPERATING SUPPLIES
Total IP NETWORKS, INC.:				143.00		
JEFFERSON FIRE & SAFETY						
02/04/2026	156550	JEFFERSON FIRE & SAFETY	LIGHTING LAMINATED CARCINOGEN GEAR	146.66	210-42210-217	FD UNIFORMS & EQUIPMENT
Total JEFFERSON FIRE & SAFETY:				146.66		
MACQUEEN EQUIPMENT, LLC						
02/24/2026	156647	MACQUEEN EQUIPMENT, LLC	SCBA FLOW TEST, REPAIR	70.00	210-42210-400	FD REPAIRS & MAINT - CONTRA
Total MACQUEEN EQUIPMENT, LLC:				70.00		
MINNESOTA POWER						
02/04/2026	156561	MINNESOTA POWER	25636 MAIN ST FIRE HALL	397.16	210-42210-380	FD UTILITY SERVICES
Total MINNESOTA POWER:				397.16		
MN STATE FIRE DEPT ASSOC						
02/04/2026	156566	MN STATE FIRE DEPT ASSOC	2026 DUES	225.00	210-42210-433	FD DUES & SUBSCRIPTIONS
Total MN STATE FIRE DEPT ASSOC:				225.00		
NISSWA HARDWARE LLC						
02/04/2026	156568	NISSWA HARDWARE LLC	HOSE BARB	13.16	210-42210-400	FD REPAIRS & MAINT - CONTRA
Total NISSWA HARDWARE LLC:				13.16		

Check Date	Check No	Payee	Description	Amount	GL Account	GL Account Title
THELEN HEATING & ROOFING INC						
02/04/2026	156591	THELEN HEATING & ROOFING INC	PREVENTATIVE MAINTENANCE	180.00	210-42210-400	FD REPAIRS & MAINT - CONTRA
Total THELEN HEATING & ROOFING INC:				180.00		
VERIZON WIRELESS						
02/04/2026	156596	VERIZON	FIRE DEPARTMENT CELL/TABLET SERVICE	190.05	210-42210-320	FD COMMUNICATION
Total VERIZON WIRELESS:				190.05		
XCEL ENERGY						
02/04/2026	156602	XCEL ENERGY	FIRE DEPARTMENT	1,111.98	210-42210-380	FD UTILITY SERVICES
Total XCEL ENERGY:				1,111.98		
XTONA						
02/24/2026	156671	XTONA	IT SERVICES - FIRE	6.00	210-42210-320	FD COMMUNICATION
Total XTONA:				6.00		
Total FIRE DEPARTMENT:				13,809.04		

Check Date	Check No	Payee	Description	Amount	GL Account	GL Account Title
GENERAL FUND						
ANDERSON BROTHERS						
02/04/2026	156507	ANDERSON BROTHERS	WASH SAND	1,109.63	100-43140-210	OPERATING SUPPLIES
Total ANDERSON BROTHERS:				1,109.63		
BOBCAT OF BRAINERD						
02/04/2026	156512	BOBCAT OF BRAINERD	SHOE SKID	298.23	100-43140-220	REPAIR & MAINTENANCE SUPPLIES
Total BOBCAT OF BRAINERD:				298.23		
BRAINERD DISPATCH						
02/04/2026	156540	FORUM COMMUNICATIONS BRAINERD DISP	ANNUAL SUBSCRIPTION 2026	323.89	100-49260-433	DUES & SUBSCRIPTIONS
Total BRAINERD DISPATCH:				323.89		
CARDMEMBER SERVICES						
02/04/2026	156516	CARDMEMBER SERVICES	TOM UNIFORM	115.40	100-43140-217	UNIFORMS & EQUIPMENT
02/04/2026	156516	CARDMEMBER SERVICES	BCDS/STAPLES	80.51	100-41425-200	OFFICE SUPPLIES
02/04/2026	156516	CARDMEMBER SERVICES	BCDS, LOCK BOX	94.92	100-42110-200	OFFICE SUPPLIES
02/04/2026	156516	CARDMEMBER SERVICES	CLERK MINUTES ANNUAL SUBSCRIPTION	1,188.00	100-41425-433	DUES & SUBSCRIPTIONS
02/04/2026	156516	CARDMEMBER SERVICES	SUPPLIES	39.08	100-41940-220	REPAIR & MAINTENANCE SUPPLIES
02/04/2026	156516	CARDMEMBER SERVICES	POSTAGE	11.07	100-42110-320	COMMUNICATION
02/04/2026	156516	CARDMEMBER SERVICES	STAMPS	312.00	100-41425-320	COMMUNICATION
02/04/2026	156516	CARDMEMBER SERVICES	CLERKS CONF WENTLER	495.00	100-41425-438	SCHOOL\TRAINING
02/04/2026	156516	CARDMEMBER SERVICES	PETE UNIFORM	554.20	100-43140-217	UNIFORMS & EQUIPMENT
02/04/2026	156516	CARDMEMBER SERVICES	ICE MELT	636.51	100-41940-220	REPAIR & MAINTENANCE SUPPLIES
02/04/2026	156516	CARDMEMBER SERVICES	PHONE CARD HOLDER, BACK RACK (RETURN), PL	15.11-	100-43140-220	REPAIR & MAINTENANCE SUPPLIES
02/04/2026	156516	CARDMEMBER SERVICES	TRANSUNION,	100.00	100-42110-433	DUES & SUBSCRIPTIONS
02/04/2026	156516	CARDMEMBER SERVICES	CHIEF DUES	391.40	100-42110-433	DUES & SUBSCRIPTIONS
02/04/2026	156516	CARDMEMBER SERVICES	POSTAGE	48.25	100-42110-320	COMMUNICATION
Total CARDMEMBER SERVICES:				4,051.23		
CITY OF BRAINERD						
02/04/2026	156518	CITY OF BRAINERD	Q1 PROSECUTION COSTS	4,163.25	100-49260-810	REFUNDS & REIMBURSEMENTS
Total CITY OF BRAINERD:				4,163.25		

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CIVICPLUS, LLC						
02/04/2026	156524	CVICPLUS	MUNICODE MUNIDOCS RENEWAL	1,775.63	100-41425-433	DUES & SUBSCRIPTIONS
Total CIVICPLUS, LLC:				1,775.63		
COLUMN SOFTWARE PBC						
02/04/2026	156520	COLUMN SOFTWARE PBC	PZ NOTICES	23.80	100-41910-300	PROFESSIONAL SERVICES
02/04/2026	156520	COLUMN SOFTWARE PBC	PW STREET AD FOR BIDS	146.03	100-43140-320	COMMUNICATION
02/04/2026	156520	COLUMN SOFTWARE PBC	PUBLIC HEARING 2026 STREET RECONSTRUCTIO	38.25	100-43140-300	PROFESSIONAL SERVICES
02/24/2026	156628	COLUMN SOFTWARE PBC	PZ NOTICES	30.01	100-41910-300	PROFESSIONAL SERVICES
Total COLUMN SOFTWARE PBC:				238.09		
COMPASS MINERALS AMERICA INC						
02/24/2026	156629	COMPASS MINERALS AMERICA INC	THAWROX TREATED SALT	3,932.11	100-43140-210	OPERATING SUPPLIES
02/24/2026	156629	COMPASS MINERALS AMERICA INC	THAWROX TREATED SALT	4,156.16	100-43140-210	OPERATING SUPPLIES
Total COMPASS MINERALS AMERICA INC:				8,088.27		
CRESCENT ELECTRIC SUPPLY COMPANY						
02/24/2026	156630	CRESCENT ELECTRIC SUPPLY COMPANY	LED LAMP	609.84	100-41940-220	REPAIR & MAINTENANCE SUPPLIES
02/24/2026	156630	CRESCENT ELECTRIC SUPPLY COMPANY	RETRO CAN TRIM	289.66	100-41940-220	REPAIR & MAINTENANCE SUPPLIES
Total CRESCENT ELECTRIC SUPPLY COMPANY:				899.50		
CROW WING COOPERATIVE POWER & LIGHT CO						
02/04/2026	156521	CROW WING COOPERATIVE POWER & LIGH	UTILITY - WOLF CHASE	144.96	100-43140-380	UTILITY SERVICES
02/04/2026	156521	CROW WING COOPERATIVE POWER & LIGH	CEMETERY UTILITIY	30.87	100-49010-380	UTILITY SERVICES
Total CROW WING COOPERATIVE POWER & LIGHT CO:				175.83		
CROW WING COUNTY LAND SERVICES						
02/04/2026	156522	CROW WING COUNTY LAND SERVICES	WCA ANNUAL ADMIN FEE	2,000.00	100-41910-300	PROFESSIONAL SERVICES
02/04/2026	156522	CROW WING COUNTY LAND SERVICES	E911 ADDRESS ASSIGNMENTS	400.00	100-41910-300	PROFESSIONAL SERVICES
Total CROW WING COUNTY LAND SERVICES:				2,400.00		
CTC						
02/04/2026	156523	CTC	P&Z PHONE	23.18	100-41910-320	COMMUNICATION
02/04/2026	156523	CTC	POLICE PHONES	162.26	100-42110-320	COMMUNICATION

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02/04/2026	156523	CTC	ROADS PHONES & INTERNET	170.45	100-43140-320	COMMUNICATION
02/04/2026	156523	CTC	CLERK PHONES	88.31	100-41425-320	COMMUNICATION
02/04/2026	156523	CTC	GOVT BLDGS PHONES & INTERNET	358.48	100-41940-320	COMMUNICATION
02/24/2026	156631	CTC	P&Z PHONE	36.74	100-41910-320	COMMUNICATION
02/24/2026	156631	CTC	POLICE PHONES	164.85	100-42110-320	COMMUNICATION
02/24/2026	156631	CTC	ROADS PHONES & INTERNET	170.80	100-43140-320	COMMUNICATION
02/24/2026	156631	CTC	CLERK PHONES	96.65	100-41425-320	COMMUNICATION
02/24/2026	156631	CTC	GOVT BLDGS PHONES & INTERNET	358.48	100-41940-320	COMMUNICATION
Total CTC:				1,630.20		
DAVID DROWN ASSOCIATES, INC.						
02/04/2026	156527	DAVID DROWN ASSOCIATES, INC.	PAY EQUITY	1,100.00	100-41530-300	PROFESSIONAL SERVICES
Total DAVID DROWN ASSOCIATES, INC.:				1,100.00		
DELTA DENTAL						
02/04/2026	156528	DELTA DENTAL	DENTAL PREMIUMS	1,034.35	100-22003	DENTAL
Total DELTA DENTAL:				1,034.35		
DSC COMMUNICATIONS						
02/24/2026	156635	DSC COMMUNICATIONS	RADIO	563.49	100-43140-401	VEHICLE REPAIR & MAINT
Total DSC COMMUNICATIONS:				563.49		
ESSENTIA HEALTH BRAINERD SPECIALTY CLINI						
02/24/2026	156636	ESSENTIA HEALTH BRAINERD SPECIALTY C	DRUG TEST LARSON	63.00	100-43140-437	OTHER
Total ESSENTIA HEALTH BRAINERD SPECIALTY CLINI:				63.00		
FIDELITY SECURITY LIFE - ATTN: A/R						
02/04/2026	156536	FIDELITY SECURITY LIFE - ATTN: A/R	VISION PREMIUMS	64.41	100-22004	VISION
Total FIDELITY SECURITY LIFE - ATTN: A/R:				64.41		
FINKEN WATER INC						
02/04/2026	156537	FINKEN WATER INC	WATER RENTAL	89.98	100-41940-437	OTHER
02/04/2026	156537	FINKEN WATER INC	WATER RENTAL	89.98	100-41940-437	OTHER
02/04/2026	156537	FINKEN WATER INC	LATE FEE	3.00	100-41940-437	OTHER

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Total FINKEN WATER INC:				182.96		
FLAHERTY & HOOD, P.A.						
02/04/2026	156539	FLAHERTY & HOOD, P.A.	LABOR ISSUES	4,338.75	100-41610-300	PROFESSIONAL SERVICES
02/24/2026	156640	FLAHERTY & HOOD, P.A.	DATA REQUEST	390.00	100-41610-300	PROFESSIONAL SERVICES
02/24/2026	156640	FLAHERTY & HOOD, P.A.	LABOR NEGOTIATIONS	2,962.50	100-41610-300	PROFESSIONAL SERVICES
02/24/2026	156640	FLAHERTY & HOOD, P.A.	PERSONNEL ISSUES	1,267.50	100-41610-300	PROFESSIONAL SERVICES
02/24/2026	156640	FLAHERTY & HOOD, P.A.	PHASED RETIRMENT	292.50	100-41610-300	PROFESSIONAL SERVICES
Total FLAHERTY & HOOD, P.A.:				9,251.25		
GALLS PARENT HOLDINGS LLC						
02/04/2026	156542	GALLS PARENT HOLDINGS LLC	PATCHES	364.00	100-42110-217	UNIFORMS & EQUIPMENT
02/04/2026	156542	GALLS PARENT HOLDINGS LLC	THOMPSON UNIFORM	120.63	100-42110-217	UNIFORMS & EQUIPMENT
Total GALLS PARENT HOLDINGS LLC:				484.63		
GAMMELLO - PEARSON, PLLC						
02/04/2026	156543	GAMMELLO - PEARSON, PLLC	MUNICIPAL REPRESENTAITON	1,326.00	100-41610-300	PROFESSIONAL SERVICES
02/04/2026	156543	GAMMELLO - PEARSON, PLLC	LOT SPLIT HOLMBERG	75.00	100-41910-300	PROFESSIONAL SERVICES
02/04/2026	156543	GAMMELLO - PEARSON, PLLC	GENERAL MATTERS	2,316.00	100-41610-300	PROFESSIONAL SERVICES
02/04/2026	156543	GAMMELLO - PEARSON, PLLC	VERIZON TOWER SITE LEASE	1,461.00	100-41610-300	PROFESSIONAL SERVICES
02/04/2026	156543	GAMMELLO - PEARSON, PLLC	2025 SCHEFFLER DATA REQUEST	30.00	100-41610-300	PROFESSIONAL SERVICES
02/04/2026	156543	GAMMELLO - PEARSON, PLLC	GENERAL MATTERS	90.00	100-41610-300	PROFESSIONAL SERVICES
02/04/2026	156543	GAMMELLO - PEARSON, PLLC	DEPUTY CLERK POSITION	120.00	100-41610-300	PROFESSIONAL SERVICES
02/04/2026	156543	GAMMELLO - PEARSON, PLLC	CITY OF LIGHTS MATTER	750.00	100-41610-300	PROFESSIONAL SERVICES
02/04/2026	156543	GAMMELLO - PEARSON, PLLC	MAYOR CARNAHAN MATTER	555.00	100-41610-300	PROFESSIONAL SERVICES
Total GAMMELLO - PEARSON, PLLC:				6,723.00		
GHA TECHNOLOGIES INC						
02/04/2026	156544	GHA TECHNOLOGIES INC	CITY HALL SERVER VMWARE	827.84	100-41940-220	REPAIR & MAINTENANCE SUPPLIES
02/04/2026	156544	GHA TECHNOLOGIES INC	POLICE SERVER VMWARE	827.84	100-42110-220	REPAIR & MAINTENANCE SUPPLIES
Total GHA TECHNOLOGIES INC:				1,655.68		
GOODIN COMPANY						
02/04/2026	156546	GOODIN COMPANY	TRIP LEVEL	25.90	100-41940-220	REPAIR & MAINTENANCE SUPPLIES

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Total GOODIN COMPANY:				25.90		
INDEPENDENT SCHOOL DISTRICT 181						
02/04/2026	156549	INDEPENDENT SCHOOL DISTRICT 181	DONATION NISSWA CHILDREN LIBRARY 2026	5,700.00	100-49260-490	DONATIONS TO CIVIC ORGANIZATIO
Total INDEPENDENT SCHOOL DISTRICT 181:				5,700.00		
INNOVATIVE OFFICE SOLUTIONS LLC						
02/24/2026	156645	INNOVATIVE OFFICE SOLUTIONS LLC	POLICE SUPPLIES	25.14	100-42110-200	OFFICE SUPPLIES
02/24/2026	156645	INNOVATIVE OFFICE SOLUTIONS LLC	PZ SUPPLIES	9.16	100-41910-200	OFFICE SUPPLIES
02/24/2026	156645	INNOVATIVE OFFICE SOLUTIONS LLC	OFFICE SUPPLIES	51.83	100-41425-200	OFFICE SUPPLIES
02/24/2026	156645	INNOVATIVE OFFICE SOLUTIONS LLC	SUPPLIES	832.63	100-41940-220	REPAIR & MAINTENANCE SUPPLIES
02/24/2026	156645	INNOVATIVE OFFICE SOLUTIONS LLC	SUPPLIES	344.08	100-41950-220	REPAIR & MAINTENANCE SUPPLIES
02/24/2026	156645	INNOVATIVE OFFICE SOLUTIONS LLC	OFFICE SUPPLIES	48.73	100-41425-200	OFFICE SUPPLIES
02/24/2026	156645	INNOVATIVE OFFICE SOLUTIONS LLC	PZ SUPPLIES	71.92	100-41910-200	OFFICE SUPPLIES
Total INNOVATIVE OFFICE SOLUTIONS LLC:				1,383.49		
LEAGUE OF MINNESOTA CITIES						
02/04/2026	156552	LEAGUE OF MINNESOTA CITIES	MAYORS DUES	30.00	100-41110-437	OTHER
02/04/2026	156552	LEAGUE OF MINNESOTA CITIES	MEMBERSHIP DUES 2026	2,992.00	100-49260-433	DUES & SUBSCRIPTIONS
Total LEAGUE OF MINNESOTA CITIES:				3,022.00		
LOCATORS & SUPPLIES INC						
02/23/2026	156617	LOCATORS & SUPPLIES INC	JACKET	175.56	100-43140-218	SAFETY GEAR
Total LOCATORS & SUPPLIES INC:				175.56		
MADISON NATIONAL LIFE INSURANCE CO INC						
02/04/2026	156553	MADISON NATIONAL LIFE INSURANCE CO I	LIFE, STD, LTD POLICE	253.75	100-42110-130	EMPLOYER PAID INSURANCE
02/04/2026	156553	MADISON NATIONAL LIFE INSURANCE CO I	LIFE, STD, LTD CLERK	39.74	100-41425-130	EMPLOYER PAID INSURANCE
02/04/2026	156553	MADISON NATIONAL LIFE INSURANCE CO I	LIFE, STD, LTD ROADS	140.78	100-43140-130	EMPLOYER PAID INSURANCE
02/04/2026	156553	MADISON NATIONAL LIFE INSURANCE CO I	LIFE, STD, LTD P&Z	44.65	100-41910-130	EMPLOYER PAID INSURANCE
Total MADISON NATIONAL LIFE INSURANCE CO INC:				478.92		
MAINTAIN X INC						
02/04/2026	156554	MAINTAIN X INC	WORK ORDER SOFTWARE 2026	1,881.60	100-43140-433	DUES & SUBSCRIPTIONS

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Total MAINTAIN X INC:				1,881.60		
MATTSON LUMBER COMPANY						
02/04/2026	156555	MATTSON LUMBER COMPANY	2X10S	10.53	100-43140-220	REPAIR & MAINTENANCE SUPPLIES
Total MATTSON LUMBER COMPANY:				10.53		
MEDICA INSURANCE COMPANY						
02/24/2026	156648	MEDICA INSURANCE COMPANY	HEALTH INSURANCE	26,119.41	100-22002	HEALTH INSURANCE
Total MEDICA INSURANCE COMPANY:				26,119.41		
METRO SALES, INC.						
02/04/2026	156556	METRO SALES, INC.	WIDE PRINTER	222.52	100-43140-410	RENTALS
02/24/2026	156649	METRO SALES, INC.	MONTHLY RENTAL COPIER	222.52	100-41425-400	REPAIRS & MAINTENANCE - CONTRA
Total METRO SALES, INC.:				445.04		
MEYER MIDWEST						
02/04/2026	156557	MEYER MIDWEST	9-1/2' EDGES/ CARB GUARD/WEAR PLATES/BOLT	922.06	100-43140-220	REPAIR & MAINTENANCE SUPPLIES
Total MEYER MIDWEST:				922.06		
MIDWEST MACHINERY CO.						
02/04/2026	156558	MIDWEST MACHINERY CO.	BACKPACK BLOWERS QTY 2	1,299.98	100-43140-240	SMALL TOOLS & MINOR EQUIPMENT
02/04/2026	156558	MIDWEST MACHINERY CO.	CURB RUNNER, FLOATING EDGE, CATCH PLATE	2,096.86	100-43140-220	REPAIR & MAINTENANCE SUPPLIES
Total MIDWEST MACHINERY CO.:				3,396.84		
MINNESOTA MUNICIPAL UTILITIES ASSOCIATIO						
02/04/2026	156560	MINNESOTA MUNICIPAL UTILITIES ASSOCIA	2026 DRUG & ALCOHOL CONSORTIUM	300.00	100-43140-437	OTHER
02/04/2026	156560	MINNESOTA MUNICIPAL UTILITIES ASSOCIA	2026 MEMBER DUES	225.00	100-43140-433	DUES & SUBSCRIPTIONS
Total MINNESOTA MUNICIPAL UTILITIES ASSOCIATIO:				525.00		
MINNESOTA POWER						
02/04/2026	156561	MINNESOTA POWER	SCHOOL SIGN CTY RD 18	17.13	100-43140-381	UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	CHRISTMAS LIGHTS	91.73	100-43140-381	UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	CR 13 CAMP LINCOLN SIREN	17.27	100-42210-300	PROFESSIONAL SERVICES

Check Date	Check No	Payee	Description	Amount	GL Account	GL Account Title
02/04/2026	156561	MINNESOTA POWER	24759 CHARMIN PUBLIC WORKS BLDG	326.54	100-43140-380	UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	LIGHTING LOWER ROY LAKE RD	33.88	100-43140-381	UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	VILLAGE HALL	1,181.46	100-41940-380	UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	OPT 2 LTG	633.78	100-43140-381	UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	OPT 1 LTG	331.62	100-43140-381	UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	25369 NISSWA CIC	11.20	100-43140-381	UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	OPT 1 LTG	246.00	100-43140-381	UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	25532 MAIN STREET BATHROOMS GAZEBO	342.29	100-41950-380	UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	25479 STATE HWY 371	66.79	100-43140-381	UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	HWY 371 & MAIN STREET	55.84	100-43140-381	UTILITY SERVICES
02/24/2026	156650	MINNESOTA POWER	OPT 2 LTG	620.20	100-43140-381	UTILITY SERVICES
02/24/2026	156650	MINNESOTA POWER	OPT 1 LTG	325.03	100-43140-381	UTILITY SERVICES
02/24/2026	156650	MINNESOTA POWER	OPT 1 LTG	240.16	100-43140-381	UTILITY SERVICES
02/24/2026	156650	MINNESOTA POWER	HWY 371 & MAIN STREET	205.82	100-43140-381	UTILITY SERVICES
Total MINNESOTA POWER:				4,746.74		
MINNESOTA PUBLIC EMPLOYEES ASSOC.						
02/04/2026	156562	MINNESOTA PUBLIC EMPLOYEES ASSOC.	CLERICAL UNION DUES	48.00	100-22007	UNION DUES
02/04/2026	156562	MINNESOTA PUBLIC EMPLOYEES ASSOC.	SUPERVISORS UNION DUES	312.00	100-22007	UNION DUES
Total MINNESOTA PUBLIC EMPLOYEES ASSOC.:				360.00		
MINNESOTA SECRETARY OF STATE						
02/04/2026	156564	MINNESOTA SECRETARY OF STATE	MICHAUD NOTARY	120.00	100-41425-433	DUES & SUBSCRIPTIONS
Total MINNESOTA SECRETARY OF STATE:				120.00		
NAPA AUTO PARTS BAXTER						
02/04/2026	156567	NAPA AUTO PARTS BAXTER	SPLIT LOOM, BLUE, CLAMPS, SCREWS, BRAKE CL	175.74	100-43140-220	REPAIR & MAINTENANCE SUPPLIES
02/24/2026	156652	NAPA AUTO PARTS BAXTER	BATTERY	123.23	100-43140-220	REPAIR & MAINTENANCE SUPPLIES
Total NAPA AUTO PARTS BAXTER:				298.97		
NCPERS GROUP LIF INS.						
02/24/2026	156653	NCPERS GROUP LIF INS.	LIFE INS	48.00	100-22005	LIFE INSURANCE
Total NCPERS GROUP LIF INS.:				48.00		

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NISSWA AUTOMOTIVE, INC.						
02/24/2026	156654	NISSWA AUTOMOTIVE, INC.	2024 POLICE	464.17	100-42110-400	REPAIRS & MAINTENANCE - CONTRA
Total NISSWA AUTOMOTIVE, INC.:				464.17		
NISSWA HARDWARE LLC						
02/04/2026	156568	NISSWA HARDWARE LLC	BRUSH, PAINT, TRAY, SAND SHEET	54.96	100-41940-220	REPAIR & MAINTENANCE SUPPLIES
02/04/2026	156568	NISSWA HARDWARE LLC	BOLTS, BATTERY, SOCKET, BRUSH	120.93	100-43140-220	REPAIR & MAINTENANCE SUPPLIES
Total NISSWA HARDWARE LLC:				175.89		
PEOPLES SECURITY COMPANY INC						
02/04/2026	156573	PEOPLES SECURITY COMPANY INC	POLICE DOOR ACCESS PAYMENT FINAL	1,990.00	100-42110-400	REPAIRS & MAINTENANCE - CONTRA
02/04/2026	156573	PEOPLES SECURITY COMPANY INC	POLICE DOOR ACCESS BATTERY	40.00	100-42110-400	REPAIRS & MAINTENANCE - CONTRA
Total PEOPLES SECURITY COMPANY INC:				2,030.00		
PIKE PLUMBING & HEATING OF BRAINERD INC						
02/24/2026	156658	PIKE PLUMBING & HEATING OF BRAINERD I	HEATING REPAIRS	120.00	100-41940-400	REPAIRS & MAINTENANCE - CONTRA
Total PIKE PLUMBING & HEATING OF BRAINERD INC:				120.00		
SHANNONS AUTO BODY INC						
02/04/2026	156579	SHANNONS AUTO BODY INC	CUTTING EDGE KIT	556.00	100-43140-220	REPAIR & MAINTENANCE SUPPLIES
02/04/2026	156579	SHANNONS AUTO BODY INC	SNOW CONTROL	160.01	100-43140-220	REPAIR & MAINTENANCE SUPPLIES
Total SHANNONS AUTO BODY INC:				716.01		
SIGNSPOT						
02/04/2026	156580	SIGNSPOT	HOLE IN THE DAY SIGN	2,220.00	100-43140-226	SIGNS
Total SIGNSPOT:				2,220.00		
S-N-K CAR WASH & OIL CHANGE						
02/04/2026	156581	S-N-K CAR WASH & OIL CHANGE	2018 F-150	52.40	100-43140-401	VEHICLE REPAIR & MAINT
02/24/2026	156661	S-N-K CAR WASH & OIL CHANGE	2024 FORD EXPLORER	56.65	100-42110-400	REPAIRS & MAINTENANCE - CONTRA
02/24/2026	156661	S-N-K CAR WASH & OIL CHANGE	2023 FORD 450	71.95	100-43140-400	REPAIRS & MAINTENANCE - CONTRA
02/24/2026	156661	S-N-K CAR WASH & OIL CHANGE	2025 FORD EXPLORER	56.65	100-42110-400	REPAIRS & MAINTENANCE - CONTRA

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Total S-N-K CAR WASH & OIL CHANGE:				237.65		
STREICHER'S, INC.						
02/04/2026	156583	STREICHER'S, INC.	AMMO	209.76	100-42110-218	FIREARMS
02/04/2026	156583	STREICHER'S, INC.	AMMO	419.52	100-42110-218	FIREARMS
Total STREICHER'S, INC.:				629.28		
SUPERIOR MECHANICAL						
02/04/2026	156584	SUPERIOR MECHANICAL	REPAIR WIRING ON HEATING SYSTEM	302.50	100-41940-220	REPAIR & MAINTENANCE SUPPLIES
02/04/2026	156584	SUPERIOR MECHANICAL	BOILER REPLACEMENT	11,950.00	100-41940-520	CAPITAL OUTLAY: BUILDINGS & ST
Total SUPERIOR MECHANICAL:				12,252.50		
TEAMSTERS JOINT COUNCIL 32 HEALTH FUND						
02/04/2026	156586	TEAMSTERS JOINT COUNCIL 32 HEALTH FU	HEALTH INSURANCE	7,600.00	100-22002	HEALTH INSURANCE
02/04/2026	156586	TEAMSTERS JOINT COUNCIL 32 HEALTH FU	DENTAL INSURANCE	465.00	100-22003	DENTAL
02/04/2026	156586	TEAMSTERS JOINT COUNCIL 32 HEALTH FU	VISION INSURANCE	100.00	100-22004	VISION
02/24/2026	156663	TEAMSTERS JOINT COUNCIL 32 HEALTH FU	HEALTH INSURANCE	7,600.00	100-22002	HEALTH INSURANCE
02/24/2026	156663	TEAMSTERS JOINT COUNCIL 32 HEALTH FU	DENTAL INSURANCE	465.00	100-22003	DENTAL
02/24/2026	156663	TEAMSTERS JOINT COUNCIL 32 HEALTH FU	VISION INSURANCE	100.00	100-22004	VISION
Total TEAMSTERS JOINT COUNCIL 32 HEALTH FUND:				16,330.00		
TEAMSTERS LOCAL UNION #346						
02/04/2026	156587	TEAMSTERS LOCAL UNION #346	UNION DUES	496.00	100-22007	UNION DUES
Total TEAMSTERS LOCAL UNION #346:				496.00		
THE PRINT SHOP INK						
02/24/2026	156665	THE PRINT SHOP INK	BUSINESS CHECKS	441.05	100-41425-200	OFFICE SUPPLIES
Total THE PRINT SHOP INK:				441.05		
U.S. BANK EQUIPMENT FINANCE						
02/04/2026	156592	U.S. BANK EQUIPMENT FINANCE	RICHO WIDE FORMAT COPIER LEASE	204.08	100-41425-410	RENTALS
Total U.S. BANK EQUIPMENT FINANCE:				204.08		

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ULINE, INC						
02/04/2026	156593	ULINE, INC	VACUUM SUPPLIES	185.39	100-41940-220	REPAIR & MAINTENANCE SUPPLIES
Total ULINE, INC:				185.39		
VERIZON WIRELESS						
02/04/2026	156596	VERIZON	HOT SPOT	40.01	100-41425-320	COMMUNICATION
02/04/2026	156596	VERIZON	CELL PHONES MAINT	233.69	100-43140-320	COMMUNICATION
02/04/2026	156596	VERIZON	CELL PHONES POLICE	490.02	100-42110-320	COMMUNICATION
02/24/2026	156668	VERIZON	HOT SPOT	40.01	100-41425-320	COMMUNICATION
02/24/2026	156668	VERIZON	CELL PHONES MAINT	348.48	100-43140-320	COMMUNICATION
Total VERIZON WIRELESS:				1,152.21		
WASTE PARTNERS INC						
02/04/2026	156599	WASTE PARTNERS INC	GARBAGE - MAINT.	251.66	100-43210-220	REPAIR & MAINTENANCE SUPPLIES
02/04/2026	156599	WASTE PARTNERS INC	GARBAGE - CITY	56.62	100-43210-437	OTHER
02/04/2026	156599	WASTE PARTNERS INC	GARBAGE - MAINT.	177.59	100-43210-220	REPAIR & MAINTENANCE SUPPLIES
02/04/2026	156599	WASTE PARTNERS INC	GARBAGE - CITY	57.26	100-43210-437	OTHER
02/04/2026	156599	WASTE PARTNERS INC	GARBAGE - CITY	15.88	100-43210-437	OTHER
Total WASTE PARTNERS INC:				559.01		
WIDSETH SMITH NOLTING AND ASSOCIATES INC						
02/24/2026	156670	WIDSETH SMITH NOLTING AND ASSOCIATE	CITY HALL/NISSWA AVE/CHURCH ST PRELIMINAR	9,434.00	100-43140-531	PW CAPITAL OUTLAY:STREET IMPRO
02/24/2026	156670	WIDSETH SMITH NOLTING AND ASSOCIATE	GENERAL ENGINEERING	200.00	100-43140-300	PROFESSIONAL SERVICES
Total WIDSETH SMITH NOLTING AND ASSOCIATES INC:				9,634.00		
XCEL ENERGY						
02/04/2026	156602	XCEL ENERGY	CITY HALL	1,046.43	100-41940-380	UTILITY SERVICES
02/04/2026	156602	XCEL ENERGY	MAINTAINANCE BUILDING	576.57	100-43140-380	UTILITY SERVICES
02/04/2026	156602	XCEL ENERGY	WELCOME CENTER	244.89	100-41950-380	UTILITY SERVICES
Total XCEL ENERGY:				1,867.89		
XTONA						
02/04/2026	156603	XTONA	IT SERVICES - CITY	1,138.40	100-41940-400	REPAIRS & MAINTENANCE - CONTRA
02/04/2026	156603	XTONA	IT SERVICES - POLICE	4,916.50	100-42110-320	COMMUNICATION
02/04/2026	156603	XTONA	IT SERVICES - CLERK	88.00	100-41425-300	PROFESSIONAL SERVICES

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02/04/2026	156603	XTONA	IT SERVICES - PW	88.00	100-43140-320	COMMUNICATION
02/24/2026	156671	XTONA	IT SERVICES - CITY	2,038.40	100-41940-400	REPAIRS & MAINTENANCE - CONTRA
02/24/2026	156671	XTONA	IT SERVICES - POLICE	1,043.50	100-42110-320	COMMUNICATION
02/24/2026	156671	XTONA	IT SERVICES - COUNCIL	15.00	100-41110-437	OTHER
02/24/2026	156671	XTONA	IT SERVICES - CLERK	124.00	100-41425-300	PROFESSIONAL SERVICES
02/24/2026	156671	XTONA	IT SERVICES - PW	106.00	100-43140-320	COMMUNICATION
Total XTONA:				9,557.80		
Total GENERAL FUND:				155,209.51		

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MUNICIPAL LIQUOR STORE						
AMERICAN WELDING & GAS INC						
02/04/2026	156506	AMERICAN WELDING & GAS INC	NITROGEN	68.35	609-49750-210	PICKLE OPERATING SUPPLIES
02/24/2026	156623	AMERICAN WELDING & GAS INC	NITROGEN	68.35	609-49750-210	PICKLE OPERATING SUPPLIES
Total AMERICAN WELDING & GAS INC:				136.70		
ANTHONY KAPUSINSKI						
02/14/2026	156606	ANTHONY KAPUSINSKI	BAND RUN FOR JUBILEE	1,600.00	609-49750-445	PICKLE ENTERTAINMENT EXPENSE
Total ANTHONY KAPUSINSKI:				1,600.00		
ARTISAN BEER COMPANY						
02/04/2026	156508	ARTISAN BEER COMPANY	PICKLE	55.40	609-49750-250	PICKLE-MERCH FOR RESALE
Total ARTISAN BEER COMPANY:				55.40		
ASCAP						
02/04/2026	156509	ASCAP	LICENSE FEE 1/1/26-12/31/26	458.00	609-49750-433	PICKLE DUES & SUBSCRIPTIONS
Total ASCAP:				458.00		
BERNICKS						
02/04/2026	156511	BERNICKS	PICKLE	877.08	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156511	BERNICKS	PICKLE	1,134.20	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156511	BERNICKS	PICKLE	24.00	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156511	BERNICKS	PICKLE	215.10-	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156511	BERNICKS	PICKLE	66.80-	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156611	BERNICKS	PICKLE	517.90	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156611	BERNICKS	PICKLE	577.90	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156611	BERNICKS	PICKLE	27.72-	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156611	BERNICKS	PICKLE	16.90-	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156611	BERNICKS	PICKLE	667.60	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156611	BERNICKS	PICKLE	78.00	609-49750-250	PICKLE-MERCH FOR RESALE
Total BERNICKS:				3,550.16		
BREAKTHRU BEVERAGE MN WINE & SPIRITS						
02/04/2026	156514	BREAKTHRU BEVERAGE MN WINE & SPIRIT	PICKLE	10.49	609-49750-330	PICKLE TRANSPORTATION
02/23/2026	156612	BREAKTHRU BEVERAGE MN WINE & SPIRIT	PICKLE	336.00-	609-49750-250	PICKLE-MERCH FOR RESALE

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02/23/2026	156612	BREAKTHRU BEVERAGE MN WINE & SPIRIT	PICKLE	1.85-	609-49750-330	PICKLE TRANSPORTATION
Total BREAKTHRU BEVERAGE MN WINE & SPIRITS:				327.36-		
C & L DISTRIBUTING						
02/04/2026	156515	C & L DISTRIBUTING	PICKLE	30.00-	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156515	C & L DISTRIBUTING	PICKLE	1,309.53	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156515	C & L DISTRIBUTING	PICKLE	1,761.15	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156613	C & L DISTRIBUTING	PICKLE	1,680.20	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156613	C & L DISTRIBUTING	PICKLE	5.00	609-49750-330	PICKLE TRANSPORTATION
02/23/2026	156613	C & L DISTRIBUTING	PICKLE	20.00-	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156613	C & L DISTRIBUTING	PICKLE	1,355.45	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156613	C & L DISTRIBUTING	PICKLE	5.00	609-49750-330	PICKLE TRANSPORTATION
Total C & L DISTRIBUTING:				6,066.33		
CARDMEMBER SERVICES						
02/04/2026	156516	CARDMEMBER SERVICES	TABLE BASE	166.10	609-49750-220	PICKLE R & M SUPPLIES
02/04/2026	156516	CARDMEMBER SERVICES	CHARCOLE FILTER	644.17	609-49750-220	PICKLE R & M SUPPLIES
Total CARDMEMBER SERVICES:				810.27		
CINTAS CORPORATION NO. 2						
02/04/2026	156517	CINTAS CORP	MATS, TOWELS	199.40	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156517	CINTAS CORP	MATS, TOWELS	199.40	609-49750-210	PICKLE OPERATING SUPPLIES
Total CINTAS CORPORATION NO. 2:				398.80		
CODY JOSEPH LENDWAY						
02/04/2026	156519	CODY JOSEPH LENDWAY	CLEANING PICKLE	280.00	609-49750-400	PICKLE R & M - CONT
02/14/2026	156607	CODY JOSEPH LENDWAY	CLEANING PICKLE	280.00	609-49750-400	PICKLE R & M - CONT
02/24/2026	156627	CODY JOSEPH LENDWAY	CLEANING PICKLE	280.00	609-49750-400	PICKLE R & M - CONT
02/24/2026	156627	CODY JOSEPH LENDWAY	CLEANING PICKLE	280.00	609-49750-400	PICKLE R & M - CONT
Total CODY JOSEPH LENDWAY:				1,120.00		
CTC						
02/04/2026	156523	CTC	PICKLE PHONE, INTERNET AND TV	408.09	609-49750-320	PICKLE COMMUNICATION
02/24/2026	156631	CTC	PICKLE PHONE, INTERNET AND TV	337.41	609-49750-320	PICKLE COMMUNICATION

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Total CTC:				745.50		
D & D BEVERAGE LLC						
02/04/2026	156525	D & D BEVERAGE LLC	PICKLE	323.15	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156525	D & D BEVERAGE LLC	PICKLE	35.00	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156525	D & D BEVERAGE LLC	PICKLE	1,323.55	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156525	D & D BEVERAGE LLC	PICKLE	100.51	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156525	D & D BEVERAGE LLC	PICKLE	144.31-	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156525	D & D BEVERAGE LLC	PICKLE	210.40	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156525	D & D BEVERAGE LLC	PICKLE	2,292.65	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156525	D & D BEVERAGE LLC	PICKLE	75.03-	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	PICKLE	198.21	609-49750-210	PICKLE OPERATING SUPPLIES
02/23/2026	156615	D & D BEVERAGE LLC	PICKLE	235.62	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	PICKLE	136.00	609-49750-210	PICKLE OPERATING SUPPLIES
02/23/2026	156615	D & D BEVERAGE LLC	PICKLE	80.45-	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	PICKLE	1,399.10	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	PICKLE	123.15-	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	PICKLE	657.15	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	PICKLE	38.80-	609-49750-250	PICKLE-MERCH FOR RESALE
Total D & D BEVERAGE LLC:				6,449.60		
GRANITE CITY JOBBING CO INC						
02/04/2026	156547	GRANITE CITY JOBBING CO INC	CIGS PICKLE	137.21	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	TOBACCO/CIGARS PICKLE	48.07	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	PAPER SUPPLIES PICKLE	30.53	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	SHIPPING PICKLE	10.00	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	CIGS PICKLE	125.77	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	TOBACCO/CIGARS PICKLE	144.21	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	CONFECTIONS PICKLE	29.98	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	SALTY SNACKS - PICKLE	24.34	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	SHIPPING PICKLE	10.00	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	CIGS PICKLE	121.91	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	TOBACCO/CIGARS PICKLE	110.25	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	SALTY SNACKS - PICKLE	24.34	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	GROCERY PICKLE	69.84	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	SHIPPING PICKLE	10.00	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	CIGS PICKLE	123.91	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	TOBACCO/CIGARS PICKLE	109.92	609-49750-250	PICKLE-MERCH FOR RESALE

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02/04/2026	156547	GRANITE CITY JOBBING CO INC	PAPER SUPPLIES PICKLE	30.53	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	GM HBC PICKLE	13.57	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	SHIPPING PICKLE	10.00	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	CIGS PICKLE	255.98	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	CONFECTIONS PICKLE	24.08	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	GROCERY PICKLE	34.92	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	SHIPPING PICKLE	10.00	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	CIGS PICKLE	623.21	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	SALTY SNACKS - PICKLE	13.25	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	SHIPPING PICKLE	10.00	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	CIGS PICKLE	128.41	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	TOBACCO/CIGARS PICKLE	55.53	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	SALTY SNACKS - PICKLE	13.15	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	PAPER SUPPLIES PICKLE	30.53	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	GROCERY PICKLE	34.92	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	SHIPPING PICKLE	10.00	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	GM HBC PICKLE	76.40	609-49750-250	PICKLE-MERCH FOR RESALE
Total GRANITE CITY JOBBING CO INC:				2,504.76		
HEGGIES PIZZA LLC						
02/04/2026	156548	HEGGIES PIZZA LLC	PIZZA	264.90	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156548	HEGGIES PIZZA LLC	PIZZA	129.45	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156548	HEGGIES PIZZA LLC	PIZZA	356.05	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156548	HEGGIES PIZZA LLC	PIZZA	209.20	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156643	HEGGIES PIZZA LLC	PIZZA	359.25	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156643	HEGGIES PIZZA LLC	PIZZA	508.65	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156643	HEGGIES PIZZA LLC	PIZZA	461.85	609-49750-250	PICKLE-MERCH FOR RESALE
Total HEGGIES PIZZA LLC:				2,289.35		
JOHNSON BROTHERS LIQUOR COMPANY INC						
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	PICKLE	148.50	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	PICKLE	6.60	609-49750-330	PICKLE TRANSPORTATION
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	PICKLE	84.00	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	PICKLE	2.20	609-49750-330	PICKLE TRANSPORTATION
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	PICKLE	1,184.50	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	PICKLE	11.18	609-49750-330	PICKLE TRANSPORTATION
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	PICKLE	84.00	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	PICKLE	2.20	609-49750-330	PICKLE TRANSPORTATION

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Total JOHNSON BROTHERS LIQUOR COMPANY INC:				1,523.18		
MADISON NATIONAL LIFE INSURANCE CO INC						
02/04/2026	156553	MADISON NATIONAL LIFE INSURANCE CO I	LIFE, STD, LTD PICKLE STAFF	112.27	609-49752-130	PICKLE EMPLOYER PAID INSURANCE
Total MADISON NATIONAL LIFE INSURANCE CO INC:				112.27		
MINNESOTA POWER						
02/04/2026	156561	MINNESOTA POWER	MUNICIPAL LIQUOR	1,665.49	609-49750-380	PICKLE UTILITY SERVICES
Total MINNESOTA POWER:				1,665.49		
NISSWA HARDWARE LLC						
02/04/2026	156568	NISSWA HARDWARE LLC	CHEESE CLOTH	8.58	609-49750-220	PICKLE R & M SUPPLIES
02/04/2026	156568	NISSWA HARDWARE LLC	DRAIN O	7.18	609-49750-220	PICKLE R & M SUPPLIES
Total NISSWA HARDWARE LLC:				15.76		
NORTHLAND FROZEN PIZZA INC						
02/04/2026	156569	NORTHLAND FROZEN PIZZA INC	PIZZA	123.10	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156569	NORTHLAND FROZEN PIZZA INC	PIZZA	389.85	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156569	NORTHLAND FROZEN PIZZA INC	PIZZA	129.80	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156569	NORTHLAND FROZEN PIZZA INC	PIZZA	217.60	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156655	NORTHLAND FROZEN PIZZA INC	PIZZA	112.80	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156655	NORTHLAND FROZEN PIZZA INC	PIZZA	207.70	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156655	NORTHLAND FROZEN PIZZA INC	PIZZA	304.20	609-49750-250	PICKLE-MERCH FOR RESALE
Total NORTHLAND FROZEN PIZZA INC:				1,485.05		
OLD DUTCH FOODS, INC.						
02/04/2026	156570	OLD DUTCH FOODS, INC.	CHIPS	104.33	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156656	OLD DUTCH FOODS, INC.	CHIPS	79.43	609-49750-250	PICKLE-MERCH FOR RESALE
Total OLD DUTCH FOODS, INC.:				183.76		
PEPSI-COLA CO.						
02/04/2026	156574	PEPSI-COLA CO.	POP PICKLE	185.40	609-49750-210	PICKLE OPERATING SUPPLIES
02/24/2026	156657	PEPSI-COLA CO.	POP PICKLE	103.00	609-49750-210	PICKLE OPERATING SUPPLIES

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Total PEPSI-COLA CO.:				288.40		
PHILLIPS WINE & SPIRITS						
02/04/2026	156575	PHILLIPS WINE & SPIRITS	PICKLE	1,175.42	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156575	PHILLIPS WINE & SPIRITS	PICKLE	16.87	609-49750-330	PICKLE TRANSPORTATION
02/04/2026	156575	PHILLIPS WINE & SPIRITS	PICKLE	93.50	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156575	PHILLIPS WINE & SPIRITS	PICKLE	2.70	609-49750-330	PICKLE TRANSPORTATION
02/23/2026	156619	PHILLIPS WINE & SPIRITS	PICKLE	1,782.38	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156619	PHILLIPS WINE & SPIRITS	PICKLE	23.28	609-49750-330	PICKLE TRANSPORTATION
02/23/2026	156619	PHILLIPS WINE & SPIRITS	PICKLE	93.50	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156619	PHILLIPS WINE & SPIRITS	PICKLE	2.70	609-49750-330	PICKLE TRANSPORTATION
02/23/2026	156619	PHILLIPS WINE & SPIRITS	PICKLE	1,515.50	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156619	PHILLIPS WINE & SPIRITS	PICKLE	13.38	609-49750-210	PICKLE OPERATING SUPPLIES
02/23/2026	156619	PHILLIPS WINE & SPIRITS	PICKLE	69.95	609-49750-250	PICKLE-MERCH FOR RESALE
Total PHILLIPS WINE & SPIRITS:				4,789.18		
SCHAEFERS FOODS						
02/04/2026	156577	SCHAEFERS FOODS	LEMONS LIMES CONDIMENTS PICKLE	574.30	609-49750-210	PICKLE OPERATING SUPPLIES
02/24/2026	156659	SCHAEFERS FOODS	LEMONS LIMES CONDIMENTS PICKLE	224.03	609-49750-210	PICKLE OPERATING SUPPLIES
Total SCHAEFERS FOODS:				798.33		
SIGNATURE CONCEPTS INC						
02/24/2026	156660	SIGNATURE CONCEPTS INC	SHIRTS	1,780.00	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156660	SIGNATURE CONCEPTS INC	SHIPPING	54.18	609-49750-330	PICKLE TRANSPORTATION
Total SIGNATURE CONCEPTS INC:				1,834.18		
SOMA ENTERTAINMENT						
02/14/2026	156608	SOMA ENTERTAINMENT	BAND FOR JUBLIEE	880.00	609-49750-445	PICKLE ENTERTAINMENT EXPENSE
Total SOMA ENTERTAINMENT:				880.00		
SOUTHERN GLAZER'S WINE AND SPI, LLC						
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	PICKLE	794.71	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	PICKLE	8.25	609-49750-330	PICKLE TRANSPORTATION
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	PICKLE	350.75	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	PICKLE	8.40	609-49750-330	PICKLE TRANSPORTATION

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02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	PICKLE	454.54	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	PICKLE	7.50	609-49750-330	PICKLE TRANSPORTATION
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	PICKLE	691.27	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	PICKLE	5.55	609-49750-330	PICKLE TRANSPORTATION
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	PICKLE	911.91	609-49750-250	PICKLE-MERCH FOR RESALE
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	PICKLE	22.65	609-49750-330	PICKLE TRANSPORTATION
Total SOUTHERN GLAZER'S WINE AND SPI, LLC:				3,255.53		
SYSCO WESTERN MINNESOTA, INC						
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	DAIRY	129.95	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	POULTRY	205.28	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	FROZEN	579.59	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	CANNED & DRY	509.14	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	PAPER SUPPLIES	387.77	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	SHIPPING	6.54	609-49750-330	PICKLE TRANSPORTATION
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	DAIRY	17.75	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	POULTRY	73.98	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	FROZEN	328.34	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	CANNED & DRY	151.73	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	PAPER SUPPLIES	102.04	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	SHIPPING	6.50	609-49750-330	PICKLE TRANSPORTATION
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	POULTRY	179.96	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	FROZEN	223.14	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	CANNED & DRY	357.79	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	PAPER SUPPLIES	108.72	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	CHEM & JANITORIAL	32.20	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	SUPPLY & EQUIPMENT	31.95	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	SHIPPING	6.53	609-49750-330	PICKLE TRANSPORTATION
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	DAIRY	28.99	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	SEAFOOD	71.65	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	POULTRY	247.51	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	FROZEN	398.30	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	CANNED & DRY	342.15	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	PAPER SUPPLIES	235.31	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156585	SYSCO WESTERN MINNESOTA, INC	SHIPPING	6.51	609-49750-330	PICKLE TRANSPORTATION
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	POULTRY	73.98	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	FROZEN	255.94	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	CANNED & DRY	303.09	609-49750-210	PICKLE OPERATING SUPPLIES
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	PAPER SUPPLIES	201.09	609-49750-210	PICKLE OPERATING SUPPLIES

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02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	SUPPLY & EQUIPMENT	31.94	609-49750-210	PICKLE OPERATING SUPPLIES
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	SHIPPING	6.58	609-49750-330	PICKLE TRANSPORTATION
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	DAIRY	17.85	609-49750-210	PICKLE OPERATING SUPPLIES
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	SEAFOOD	116.95	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	POULTRY	202.52	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	FROZEN	724.32	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	CANNED & DRY	561.85	609-49750-210	PICKLE OPERATING SUPPLIES
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	PAPER SUPPLIES	275.98	609-49750-210	PICKLE OPERATING SUPPLIES
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	SHIPPING	6.53	609-49750-330	PICKLE TRANSPORTATION
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	POULTRY	202.52	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	FROZEN	457.65	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	CANNED & DRY	120.47	609-49750-210	PICKLE OPERATING SUPPLIES
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	PAPER SUPPLIES	112.88	609-49750-210	PICKLE OPERATING SUPPLIES
02/24/2026	156662	SYSCO WESTERN MINNESOTA, INC	SHIPPING	6.53	609-49750-330	PICKLE TRANSPORTATION
Total SYSCO WESTERN MINNESOTA, INC:				8,447.99		
THOMAS EVERETT GRIMSLEY						
02/24/2026	156666	THOMAS EVERETT GRIMSLEY	CLEANING	88.00	609-49750-400	PICKLE R & M - CONT
Total THOMAS EVERETT GRIMSLEY:				88.00		
VIKING COCA COLA BOTTLING CO.						
02/04/2026	156605	VIKING COCA COLA BOTTLING CO.	PICKLE IN HOUSE USE	564.50	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156605	VIKING COCA COLA BOTTLING CO.	PICKLE POP	69.60	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156605	VIKING COCA COLA BOTTLING CO.	PICKLE IN HOUSE USE	661.75	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156605	VIKING COCA COLA BOTTLING CO.	PICKLE POP	104.40	609-49750-250	PICKLE-MERCH FOR RESALE
02/04/2026	156605	VIKING COCA COLA BOTTLING CO.	PICKLE IN HOUSE USE	707.25	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156605	VIKING COCA COLA BOTTLING CO.	PICKLE IN HOUSE USE	426.00	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156605	VIKING COCA COLA BOTTLING CO.	PICKLE IN HOUSE USE	100.00-	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156605	VIKING COCA COLA BOTTLING CO.	PICKLE IN HOUSE USE	76.00	609-49750-210	PICKLE OPERATING SUPPLIES
02/24/2026	156669	VIKING COCA COLA BOTTLING CO.	PICKLE IN HOUSE USE	76.00	609-49750-210	PICKLE OPERATING SUPPLIES
02/24/2026	156669	VIKING COCA COLA BOTTLING CO.	PICKLE POP	69.60	609-49750-250	PICKLE-MERCH FOR RESALE
02/24/2026	156669	VIKING COCA COLA BOTTLING CO.	PICKLE IN HOUSE USE	381.25	609-49750-210	PICKLE OPERATING SUPPLIES
Total VIKING COCA COLA BOTTLING CO.:				3,036.35		
WASTE PARTNERS INC						
02/04/2026	156599	WASTE PARTNERS INC	GARBAGE - PICKLE	326.98	609-49750-210	PICKLE OPERATING SUPPLIES
02/04/2026	156599	WASTE PARTNERS INC	GARBAGE - PICKLE	328.39	609-49750-210	PICKLE OPERATING SUPPLIES

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Total WASTE PARTNERS INC:				655.37		
XCEL ENERGY						
02/04/2026	156602	XCEL ENERGY	PICKLE FACTORY	423.15	609-49750-380	PICKLE UTILITY SERVICES
Total XCEL ENERGY:				423.15		
XTONA						
02/04/2026	156603	XTONA	IT SERVICES - PICKLE	250.60	609-49750-300	PICKLE PROFESSIONAL SERVICES
02/24/2026	156671	XTONA	IT SERVICES - PICKLE	253.60	609-49750-300	PICKLE PROFESSIONAL SERVICES
Total XTONA:				504.20		
Total MUNICIPAL LIQUOR STORE:				55,843.70		

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PARK & RECREATION						
BRAINERD LAKES AREA CHAMBER OF COMMERCE						
02/04/2026	156513	BRAINERD LAKES AREA CHAMBER OF COM	2026 BRAINERD LAKES VISTORS GUIDE	3,055.50	250-45140-340	PARK ADVERTISING
Total BRAINERD LAKES AREA CHAMBER OF COMMERCE:				3,055.50		
CARDMEMBER SERVICES						
02/04/2026	156516	CARDMEMBER SERVICES	JEFF PESTICIDE	15.32	250-45140-433	PARK DUES & SUBSCRIPTIONS
Total CARDMEMBER SERVICES:				15.32		
CLIMATE MAKERS, INC						
02/24/2026	156626	CLIMATE MAKERS, INC	HEATER REPAIR	2,132.22	250-45140-220	PARK REPAIR & MAINT SUPPLIES
Total CLIMATE MAKERS, INC:				2,132.22		
COLUMN SOFTWARE PBC						
02/04/2026	156520	COLUMN SOFTWARE PBC	2026 NISSWA GUIDE	2,385.00	250-45140-340	PARK ADVERTISING
Total COLUMN SOFTWARE PBC:				2,385.00		
CTC						
02/04/2026	156523	CTC	PARKS PHONE & INTERNET	113.40	250-45140-320	PARK COMMUNICATION
02/24/2026	156631	CTC	PARKS PHONE & INTERNET	114.97	250-45140-320	PARK COMMUNICATION
Total CTC:				228.37		
FERRELLGAS LP						
02/04/2026	156535	FERRELLGAS LP	PROPANE	139.42	250-45140-220	PARK REPAIR & MAINT SUPPLIES
02/04/2026	156535	FERRELLGAS LP	PROPANE	83.65	250-45140-220	PARK REPAIR & MAINT SUPPLIES
02/04/2026	156535	FERRELLGAS LP	PROPANE	49.38	250-45140-220	PARK REPAIR & MAINT SUPPLIES
02/04/2026	156535	FERRELLGAS LP	PROPANE	43.57	250-45140-220	PARK REPAIR & MAINT SUPPLIES
02/04/2026	156535	FERRELLGAS LP	PROPANE	14.62	250-45140-220	PARK REPAIR & MAINT SUPPLIES
02/24/2026	156639	FERRELLGAS LP	PROPANE	47.54	250-45140-220	PARK REPAIR & MAINT SUPPLIES
Total FERRELLGAS LP:				378.18		
GLS PROMOTIONS LLC						
02/04/2026	156545	GLS PROMOTIONS LLC	SPORT SHIRTS	604.75	250-45140-210	PARK OPERATING SUPPLIES
02/24/2026	156641	GLS PROMOTIONS LLC	SPORT SHIRTS	14.75	250-45140-210	PARK OPERATING SUPPLIES

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Total GLS PROMOTIONS LLC:				619.50		
INITIATIVE FOUNDATION						
02/24/2026	156644	INITATIVE FOUNDATION - 446122	FONLP AD IN IQ MAGAZINE	1,000.00	250-45140-340	PARK ADVERTISING
Total INITIATIVE FOUNDATION:				1,000.00		
IP NETWORKS, INC.						
02/24/2026	156646	IP NETWORKS, INC.	FIREWALL PARKS	143.00	250-45140-400	PARK REPAIRS & MAINT - CONTRA
Total IP NETWORKS, INC.:				143.00		
MADISON NATIONAL LIFE INSURANCE CO INC						
02/04/2026	156553	MADISON NATIONAL LIFE INSURANCE CO I	LIFE, STD, LTD PARK	82.94	250-45140-130	PARK EMPLOYER PAID INSURANCE
Total MADISON NATIONAL LIFE INSURANCE CO INC:				82.94		
MINNESOTA POWER						
02/04/2026	156561	MINNESOTA POWER	HOCKEY WARMING HOUSE	385.43	250-45140-380	PARK UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	HOCKEY RINK	12.41	250-45140-380	PARK UTILITY SERVICES
Total MINNESOTA POWER:				397.84		
MINNESOTA RECREATION AND PARK ASSOCIATIO						
02/04/2026	156563	MINNESOTA RECREATION AND PARK ASSO	MEMBERSHIP 2026	325.00	250-45140-433	PARK DUES & SUBSCRIPTIONS
Total MINNESOTA RECREATION AND PARK ASSOCIATIO:				325.00		
NISSWA HARDWARE LLC						
02/04/2026	156568	NISSWA HARDWARE LLC	BATTERIES	49.99	250-45140-220	PARK REPAIR & MAINT SUPPLIES
02/04/2026	156568	NISSWA HARDWARE LLC	LOCK, CHARGER	66.35	250-45140-220	PARK REPAIR & MAINT SUPPLIES
Total NISSWA HARDWARE LLC:				116.34		
WIDSETH SMITH NOLTING AND ASSOCIATES INC						
02/24/2026	156670	WIDSETH SMITH NOLTING AND ASSOCIATE	DNR GRANT	1,575.00	250-45140-300	PARK PROFESSIONAL SERVICES
02/24/2026	156670	WIDSETH SMITH NOLTING AND ASSOCIATE	DNR GRANT	192.00	250-45140-300	PARK PROFESSIONAL SERVICES

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Total WIDSETH SMITH NOLTING AND ASSOCIATES INC:				1,767.00		
XCEL ENERGY						
02/04/2026	156602	XCEL ENERGY	WARMING HOUSE	278.42	250-45140-380	PARK UTILITY SERVICES
Total XCEL ENERGY:				278.42		
XTONA						
02/04/2026	156603	XTONA	IT SERVICES - PARKS	44.00	250-45140-320	PARK COMMUNICATION
02/24/2026	156671	XTONA	IT SERVICES - PARKS	950.00	250-45140-320	PARK COMMUNICATION
Total XTONA:				994.00		
Total PARK & RECREATION:				13,918.63		

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SEWAGE COLLECTION AND DISPOSAL						
BOLTON & MENK INC						
02/24/2026	156624	BOLTON & MENK INC	LIFT STATION #1 IMPROVEMENTS	5,867.00	602-49450-300	WW PROFESSIONAL SERVICES
02/24/2026	156624	BOLTON & MENK INC	LIFT STATION #1 IMPROVEMENTS	11,504.00	602-49450-300	WW PROFESSIONAL SERVICES
Total BOLTON & MENK INC:				17,371.00		
CARDMEMBER SERVICES						
02/04/2026	156516	CARDMEMBER SERVICES	TOM UNIFORM	115.39	602-49450-217	WW UNIFORMS & EQUIPMENT
02/04/2026	156516	CARDMEMBER SERVICES	INK	30.49	602-49450-200	WW OFFICE SUPPLIES
02/04/2026	156516	CARDMEMBER SERVICES	DECK UNIFORM	126.75	602-49450-217	WW UNIFORMS & EQUIPMENT
02/04/2026	156516	CARDMEMBER SERVICES	SEALANT, PUMP, TRAP, FILTER	124.32	602-49450-220	WW REPAIR & MAINTENANCE SUPPLI
02/04/2026	156516	CARDMEMBER SERVICES	STAMPS/POSTAGE	472.89	602-49450-320	WW COMMUNICATION
Total CARDMEMBER SERVICES:				869.84		
CROW WING COOPERATIVE POWER & LIGHT CO						
02/04/2026	156521	CROW WING COOPERATIVE POWER & LIGH	PINE TRAIL LIFT PUMP UTILITY	49.77	602-49450-380	WW UTILITY SERVICES
Total CROW WING COOPERATIVE POWER & LIGHT CO:				49.77		
CTC						
02/04/2026	156523	CTC	WW PHONE & INTERNET	95.44	602-49450-320	WW COMMUNICATION
02/24/2026	156631	CTC	WW PHONE & INTERNET	95.80	602-49450-320	WW COMMUNICATION
Total CTC:				191.24		
DIAMOND INDUSTRIAL CLEANING EQUIPMENT						
02/04/2026	156529	DIAMOND INDUSTRIAL CLEANING EQUIPME	MONTHLY SERVICE CONTRACT	120.00	602-49450-400	WW REPAIRS & MAINT - CONT
02/24/2026	156633	DIAMOND INDUSTRIAL CLEANING EQUIPME	MONTHLY SERVICE CONTRACT ON CAR WASH EQ	259.17	602-49450-400	WW REPAIRS & MAINT - CONT
Total DIAMOND INDUSTRIAL CLEANING EQUIPMENT:				379.17		
DSC COMMUNICATIONS						
02/24/2026	156635	DSC COMMUNICATIONS	RADIO	563.49	602-49450-400	WW REPAIRS & MAINT - CONT
Total DSC COMMUNICATIONS:				563.49		
ELECTRIC PUMP INC						
02/04/2026	156532	ELECTRIC PUMP INC	PANEL METER	172.58	602-49450-220	WW REPAIR & MAINTENANCE SUPPLI

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Total ELECTRIC PUMP INC:				172.58		
FERGUSON WATERWORKS						
02/24/2026	156638	FERGUSON WATERWORKS	METER	1,579.46	602-49450-221	WW METERS
02/24/2026	156638	FERGUSON WATERWORKS	FLANGE KIT	164.04	602-49450-241	WW SEWER METERS
Total FERGUSON WATERWORKS:				1,743.50		
FIRST SUPPLY BRAINERD						
02/04/2026	156538	FIRST SUPPLY LLC	FILTER, SCH 40	65.22	602-49450-220	WW REPAIR & MAINTENANCE SUPPLI
Total FIRST SUPPLY BRAINERD:				65.22		
GAMMELLO - PEARSON, PLLC						
02/04/2026	156543	GAMMELLO - PEARSON, PLLC	SEPTIC EASEMENT AGREEMENT	75.00	602-49450-300	WW PROFESSIONAL SERVICES
Total GAMMELLO - PEARSON, PLLC:				75.00		
IP NETWORKS, INC.						
02/24/2026	156646	IP NETWORKS, INC.	FORTINET FIREWALL - SEWER	143.00	602-49450-433	WW DUES & SUBSCRIPTIONS
Total IP NETWORKS, INC.:				143.00		
MADISON NATIONAL LIFE INSURANCE CO INC						
02/04/2026	156553	MADISON NATIONAL LIFE INSURANCE CO I	LIFE, STD, LTD WW	74.01	602-49450-130	WW EMPLOYER PAID INSURANCE
Total MADISON NATIONAL LIFE INSURANCE CO INC:				74.01		
MAINTAIN X INC						
02/04/2026	156554	MAINTAIN X INC	WORK ORDER SOFTWARE 2026	1,881.60	602-49450-433	WW DUES & SUBSCRIPTIONS
Total MAINTAIN X INC:				1,881.60		
MILLS MOTOR, INC.						
02/04/2026	156559	MILLS MOTOR, INC.	2019 FORD F-450	185.48	602-49450-400	WW REPAIRS & MAINT - CONT
Total MILLS MOTOR, INC.:				185.48		

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MINNESOTA MUNICIPAL UTILITIES ASSOCIATIO						
02/04/2026	156560	MINNESOTA MUNICIPAL UTILITIES ASSOCIA	2026 MEMBER DUES	225.00	602-49450-433	WW DUES & SUBSCRIPTIONS
Total MINNESOTA MUNICIPAL UTILITIES ASSOCIATIO:				225.00		
MINNESOTA POWER						
02/04/2026	156561	MINNESOTA POWER	CROSSROADS LIFT PUMP	28.70	602-49450-380	WW UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	INTERLACHEN LIFT PUMP	33.82	602-49450-380	WW UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	LIFT PUMP #6	36.30	602-49450-380	WW UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	PINES LIFT PUMP	46.64	602-49450-380	WW UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	LIFT PUMP #1	229.75	602-49450-380	WW UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	LIFT PUMP #5	31.34	602-49450-380	WW UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	LIFT PUMP #2	46.21	602-49450-380	WW UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	24757 CHARMIN	2,309.32	602-49450-380	WW UTILITY SERVICES
02/04/2026	156561	MINNESOTA POWER	LIFT PUMP #4	38.87	602-49450-380	WW UTILITY SERVICES
02/24/2026	156650	MINNESOTA POWER	LIFT PUMP #3	408.03	602-49450-380	WW UTILITY SERVICES
Total MINNESOTA POWER:				3,208.98		
MN PUBLIC FACILITIES AUTHORITY						
02/04/2026	156565	MN PUBLIC FACILITIES AUTHORITY	2020 GO SEWER EXPANSION BOND	19,255.00	602-49450-611	WW DEBT SERVICE: BOND INTEREST
Total MN PUBLIC FACILITIES AUTHORITY:				19,255.00		
NAPA AUTO PARTS BAXTER						
02/24/2026	156652	NAPA AUTO PARTS BAXTER	BATTERY	123.24	602-49450-220	WW REPAIR & MAINTENANCE SUPPLI
Total NAPA AUTO PARTS BAXTER:				123.24		
OMNISITE						
02/04/2026	156571	OMNISITE	ANNUAL WIRELESS SERVICES	3,632.00	602-49450-320	WW COMMUNICATION
Total OMNISITE:				3,632.00		
S-N-K CAR WASH & OIL CHANGE						
02/04/2026	156581	S-N-K CAR WASH & OIL CHANGE	2018 F-150	52.39	602-49450-400	WW REPAIRS & MAINT - CONT
Total S-N-K CAR WASH & OIL CHANGE:				52.39		

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THE WAGON LLC DBA HONEY WAGON						
02/04/2026	156589	THE WAGON LLC DBA HONEY WAGON	GVL GARDEN COTTAGES	840.00	602-49450-400	WW REPAIRS & MAINT - CONT
02/04/2026	156589	THE WAGON LLC DBA HONEY WAGON	GVL GARDEN COTTAGES	1,050.00	602-49450-400	WW REPAIRS & MAINT - CONT
Total THE WAGON LLC DBA HONEY WAGON:				1,890.00		
USABLUEBOOK						
02/04/2026	156595	USABLUEBOOK	ATC DIVERSIFIED ALTERNATING RELAY	178.45	602-49450-220	WW REPAIR & MAINTENANCE SUPPLI
02/24/2026	156667	USABLUEBOOK	REDINGTON MINUTE METER	195.74	602-49450-220	WW REPAIR & MAINTENANCE SUPPLI
Total USABLUEBOOK:				374.19		
WIDSETH SMITH NOLTING AND ASSOCIATES INC						
02/04/2026	156600	WIDSETH SMITH NOLTING AND ASSOCIATE	GENERAL ENGINEERING	3,694.80	602-49450-300	WW PROFESSIONAL SERVICES
Total WIDSETH SMITH NOLTING AND ASSOCIATES INC:				3,694.80		
XCEL ENERGY						
02/04/2026	156602	XCEL ENERGY	WASTEWATER OFFICE	130.06	602-49450-380	WW UTILITY SERVICES
02/04/2026	156602	XCEL ENERGY	LIFT STATION 3	37.46	602-49450-380	WW UTILITY SERVICES
02/04/2026	156602	XCEL ENERGY	WW BLOWER BUILDING	181.31	602-49450-380	WW UTILITY SERVICES
Total XCEL ENERGY:				348.83		
XTONA						
02/04/2026	156603	XTONA	IT SERVICES - WW	44.00	602-49450-320	WW COMMUNICATION
02/24/2026	156671	XTONA	IT SERVICES - WW	47.00	602-49450-320	WW COMMUNICATION
Total XTONA:				91.00		
Total SEWAGE COLLECTION AND DISPOSAL:				56,660.33		

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SPIRITS OF NISSWA						
ARTISAN BEER COMPANY						
02/04/2026	156508	ARTISAN BEER COMPANY	SPIRITS	23.04-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156610	ARTISAN BEER COMPANY	SPIRITS	835.40	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
Total ARTISAN BEER COMPANY:				812.36		
BERNICKS						
02/04/2026	156511	BERNICKS	SPIRITS	384.80	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156511	BERNICKS	SPIRITS	105.60	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156511	BERNICKS	SPIRITS	24.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156511	BERNICKS	SPIRITS	394.00-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156511	BERNICKS	SPIRITS	3,051.20	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156611	BERNICKS	SPIRITS	497.60	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156611	BERNICKS	SPIRITS	113.90	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156611	BERNICKS	SPIRITS	834.95	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156611	BERNICKS	SPIRITS	75.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156611	BERNICKS	SPIRITS	1,610.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156611	BERNICKS	SPIRITS	189.05	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156611	BERNICKS	SPIRITS	184.64-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156611	BERNICKS	SPIRITS	322.19	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
Total BERNICKS:				6,629.65		
BREAKTHRU BEVERAGE MN WINE & SPIRITS						
02/04/2026	156514	BREAKTHRU BEVERAGE MN WINE & SPIRIT	SPIRITS	477.15	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156514	BREAKTHRU BEVERAGE MN WINE & SPIRIT	SPIRITS	709.33	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156514	BREAKTHRU BEVERAGE MN WINE & SPIRIT	SPIRITS	3.45	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156514	BREAKTHRU BEVERAGE MN WINE & SPIRIT	SPIRITS	1,450.35	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156514	BREAKTHRU BEVERAGE MN WINE & SPIRIT	SPIRITS	26.45	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156612	BREAKTHRU BEVERAGE MN WINE & SPIRIT	SPIRITS	24.00-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156612	BREAKTHRU BEVERAGE MN WINE & SPIRIT	SPIRITS	1.15-	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156612	BREAKTHRU BEVERAGE MN WINE & SPIRIT	SPIRITS	1,007.60	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156612	BREAKTHRU BEVERAGE MN WINE & SPIRIT	SPIRITS	14.95	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156612	BREAKTHRU BEVERAGE MN WINE & SPIRIT	SPIRITS	3,888.53	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156612	BREAKTHRU BEVERAGE MN WINE & SPIRIT	SPIRITS	67.37	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156612	BREAKTHRU BEVERAGE MN WINE & SPIRIT	SPIRITS	399.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
Total BREAKTHRU BEVERAGE MN WINE & SPIRITS:				8,019.03		

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C & L DISTRIBUTING						
02/04/2026	156515	C & L DISTRIBUTING	SPIRITS	118.80-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156515	C & L DISTRIBUTING	SPIRITS	2,869.30	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156515	C & L DISTRIBUTING	SPIRITS	348.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156515	C & L DISTRIBUTING	SPIRITS	240.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156515	C & L DISTRIBUTING	SPIRITS	53.25-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156515	C & L DISTRIBUTING	SPIRITS	11,081.82	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156515	C & L DISTRIBUTING	SPIRITS	6,220.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156515	C & L DISTRIBUTING	SPIRITS	56.33-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156515	C & L DISTRIBUTING	SPIRITS	1,485.05	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156613	C & L DISTRIBUTING	SPIRITS	25.43-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156613	C & L DISTRIBUTING	SPIRITS	274.40-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156613	C & L DISTRIBUTING	SPIRITS	3,291.35	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156613	C & L DISTRIBUTING	SPIRITS	5.00	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156613	C & L DISTRIBUTING	SPIRITS	1,117.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156613	C & L DISTRIBUTING	SPIRITS	317.80	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156613	C & L DISTRIBUTING	SPIRITS	2,314.25	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
Total C & L DISTRIBUTING:				28,761.36		
CARDMEMBER SERVICES						
02/04/2026	156516	CARDMEMBER SERVICES	PHILLIPS KING	1,092.82	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
Total CARDMEMBER SERVICES:				1,092.82		
CTC						
02/04/2026	156523	CTC	SPIRIT PHONES & INTERNET	105.44	610-49750-320	SPIRITS COMMUNICATION
02/24/2026	156631	CTC	SPIRIT PHONES & INTERNET	107.66	610-49750-320	SPIRITS COMMUNICATION
Total CTC:				213.10		
D & D BEVERAGE LLC						
02/04/2026	156525	D & D BEVERAGE LLC	SPIRITS	1,086.85	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156525	D & D BEVERAGE LLC	SPIRITS	187.75-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156525	D & D BEVERAGE LLC	SPIRITS	1,242.60	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156525	D & D BEVERAGE LLC	SPIRITS	97.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156525	D & D BEVERAGE LLC	SPIRITS	788.80	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156525	D & D BEVERAGE LLC	SPIRITS	207.40-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156525	D & D BEVERAGE LLC	SPIRITS	1,346.20	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156525	D & D BEVERAGE LLC	SPIRITS	291.60-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE

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02/23/2026	156615	D & D BEVERAGE LLC	SPIRITS	151.68-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	SPIRITS	1,048.17	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	SPIRITS	3,484.50	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	SPIRITS	172.20-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	SPIRITS	109.20-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	SPIRITS	482.35	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	SPIRITS	5,072.35	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	SPIRITS	1,847.80	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	SPIRITS	2,435.50	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	SPIRITS	171.05-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	SPIRITS	40.00-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156615	D & D BEVERAGE LLC	SPIRITS	96.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
Total D & D BEVERAGE LLC:				17,697.24		
DACOTAH PAPER CO						
02/24/2026	156632	DACOTAH PAPER CO	SPIRITS SUPPLIES	891.66	610-49750-210	SPIRITS OPERATING SUPPLIES
02/24/2026	156632	DACOTAH PAPER CO	SPIRITS SUPPLIES	307.04	610-49750-210	SPIRITS OPERATING SUPPLIES
Total DACOTAH PAPER CO:				1,198.70		
DRASTIC MEASURES BREWING LLC						
02/04/2026	156530	DRASTIC BREWING LLC	SPIRITS	468.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
Total DRASTIC MEASURES BREWING LLC:				468.00		
FRANKLIN DISTRIBUTION CO LLC						
02/04/2026	156541	FRANKLIN DISTRIBUTION CO LLC	SPIRITS	1,265.58	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
Total FRANKLIN DISTRIBUTION CO LLC:				1,265.58		
GRANITE CITY JOBBING CO INC						
02/04/2026	156547	GRANITE CITY JOBBING CO INC	CIGS SPIRITS	1,249.56	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	TOBACCO/CIGARS SPIRITS	618.21	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	GM HBC SPIRITS	166.00	610-49750-210	SPIRITS OPERATING SUPPLIES
02/04/2026	156547	GRANITE CITY JOBBING CO INC	PAPER SUPPLIES SPIRITS	88.03	610-49750-210	SPIRITS OPERATING SUPPLIES
02/04/2026	156547	GRANITE CITY JOBBING CO INC	SHIPPING SPIRITS	10.00	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156547	GRANITE CITY JOBBING CO INC	CIGS SPIRITS	496.26	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	TOBACCO/CIGARS SPIRITS	93.46	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	VTN MERCHANDISE - SPIRITS	266.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE

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02/04/2026	156547	GRANITE CITY JOBBING CO INC	PAPER SUPPLIES SPIRITS	106.28	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156547	GRANITE CITY JOBBING CO INC	SHIPPING SPIRITS	10.00	610-49750-330	SPIRITS TRANSPORTATION
02/24/2026	156642	GRANITE CITY JOBBING CO INC	CIGS SPIRITS	1,650.64	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	TOBACCO/CIGARS SPIRITS	768.28	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	SALTY SNACKS - SPIRITS	35.04	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	PAPER SUPPLIES SPIRITS	218.63	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	BEVERAGES FOUNTAIN SPIRITS	61.99	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	SHIPPING SPIRITS	10.00	610-49750-330	SPIRITS TRANSPORTATION
02/24/2026	156642	GRANITE CITY JOBBING CO INC	CIGS SPIRITS	1,427.72	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	TOBACCO/CIGARS SPIRITS	147.65	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	VTM MERCHANDISE - SPIRIT	183.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	PAPER SUPPLIES SPIRITS	79.71	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156642	GRANITE CITY JOBBING CO INC	SHIPPING SPIRITS	10.00	610-49750-330	SPIRITS TRANSPORTATION
Total GRANITE CITY JOBBING CO INC:				7,696.46		
JOHNSON BROTHERS LIQUOR COMPANY INC						
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	1,139.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	13.20	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	319.56	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	5.83	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	938.75	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	22.00	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	986.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	14.00	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	136.74	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	4.40	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	2,999.52	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	66.00	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	82.32	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	1.79	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	4,889.43	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	124.27	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	1,164.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	35.20	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	120.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156604	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	3.20	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	4.88-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	628.73	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	6.60	610-49750-330	SPIRITS TRANSPORTATION

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02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	1,358.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	24.20	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	6,843.26	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	77.50	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	1,065.70	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	35.57	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	144.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	2.20	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	2,006.75	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	39.60	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	88.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	2.20	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	4,144.93	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	45.53	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	1,428.50	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156616	JOHNSON BROTHERS LIQUOR COMPANY IN	SPIRITS	29.15	610-49750-330	SPIRITS TRANSPORTATION
Total JOHNSON BROTHERS LIQUOR COMPANY INC:				31,030.75		
JUNKYARD BREWING CO LLC						
02/04/2026	156551	JUNKYARD BREWING CO LLC	SPIRITS	911.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
Total JUNKYARD BREWING CO LLC:				911.00		
MADISON NATIONAL LIFE INSURANCE CO INC						
02/04/2026	156553	MADISON NATIONAL LIFE INSURANCE CO I	LIFE, STD, LTD SPIRITS STAFF	126.28	610-49752-130	SPIRITS EMPLOYER PAID INSURANC
Total MADISON NATIONAL LIFE INSURANCE CO INC:				126.28		
MINNESOTA POWER						
02/04/2026	156561	MINNESOTA POWER	23962 SMILEY LIQUOR STORE	1,803.15	610-49750-380	SPIRITS UTILITY SERVICES
Total MINNESOTA POWER:				1,803.15		
OXFORD STREET MERCHANTS						
02/04/2026	156601	WINE MERCHANTS	SPIRITS	324.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156601	WINE MERCHANTS	SPIRITS	7.70	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156601	WINE MERCHANTS	SPIRITS	1.47	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156601	WINE MERCHANTS	SPIRITS	860.65	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156601	WINE MERCHANTS	SPIRITS	13.93	610-49750-330	SPIRITS TRANSPORTATION

Check Date	Check No	Payee	Description	Amount	GL Account	GL Account Title
02/04/2026	156601	WINE MERCHANTS	SPIRITS	362.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156601	WINE MERCHANTS	SPIRITS	8.80	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156618	OXFORD STREET MERCHANTS	SPIRITS	548.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156618	OXFORD STREET MERCHANTS	SPIRITS	7.15	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156618	OXFORD STREET MERCHANTS	SPIRITS	712.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156618	OXFORD STREET MERCHANTS	SPIRITS	11.37	610-49750-330	SPIRITS TRANSPORTATION
Total OXFORD STREET MERCHANTS:				2,857.07		
PAUSTIS WINE COMPANY						
02/04/2026	156572	PAUSTIS WINE COMPANY	SPIRITS	1,443.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156572	PAUSTIS WINE COMPANY	SPIRITS	22.75	610-49750-330	SPIRITS TRANSPORTATION
Total PAUSTIS WINE COMPANY:				1,465.75		
PHILLIPS WINE & SPIRITS						
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	186.67-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	84.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	2.20	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	212.27	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	6.60	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	63.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	4.40	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	180.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	4.40	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	51.45	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	2.20	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	320.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	11.00	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	1,907.06	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	66.00	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	124.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	4.40	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	798.39	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156575	PHILLIPS WINE & SPIRITS	SPIRITS	16.40	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	135.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	2.20	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	942.71	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	16.41	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	1,418.85	610-49750-250	SPIRITS MERCHANDISE FOR RESALE

Check Date	Check No	Payee	Description	Amount	GL Account	GL Account Title
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	53.17	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	312.75	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	17.60	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	84.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	2.57	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	201.02	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	4.49	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	1,233.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	33.37	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	142.50	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	2.20	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156619	PHILLIPS WINE & SPIRITS	SPIRITS	2.70	610-49750-330	SPIRITS TRANSPORTATION
Total PHILLIPS WINE & SPIRITS:				8,275.64		
SCHAEFERS FOODS						
02/04/2026	156577	SCHAEFERS FOODS	LIMES LEMONS SPIRITS	90.05	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156659	SCHAEFERS FOODS	LIMES LEMONS SPIRITS	76.51	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156659	SCHAEFERS FOODS	PAPER TOWELS, SNACK BAGS	16.72	610-49750-210	SPIRITS OPERATING SUPPLIES
Total SCHAEFERS FOODS:				183.28		
SCHAEFERS OF NISSWA LIMITED						
02/04/2026	156578	SCHAEFERS OF NISSWA LIMITED	2022 RENT	8,923.40	610-49750-410	SPIRITS RENTALS
Total SCHAEFERS OF NISSWA LIMITED:				8,923.40		
SOUTHERN GLAZER'S WINE AND SPI, LLC						
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	497.79	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	11.10	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	170.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	1.80	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	954.44	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	21.60	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	4,479.91	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	58.35	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	132.64	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	4.20	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	192.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156582	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	1.80	610-49750-330	SPIRITS TRANSPORTATION

Check Date	Check No	Payee	Description	Amount	GL Account	GL Account Title
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	403.98	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	5.25	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	151.92	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	2.40	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	2,293.89	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	36.78	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	974.35	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	25.20	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	2,570.04	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	34.73	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	1,498.87	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	12.60	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	957.17	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	6.00	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	1,301.59	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	21.30	610-49750-330	SPIRITS TRANSPORTATION
02/23/2026	156620	SOUTHERN GLAZER'S WINE AND SPI, LLC	SPIRITS	240.00-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
Total SOUTHERN GLAZER'S WINE AND SPI, LLC:				16,581.70		
SPIRITS OF NISSWA						
02/14/2026	156609	SPIRITS OF NISSWA	GIFT CARDS FOR PEQUOT LIONS BEER & WINE T	375.00	610-49750-340	SPIRITS ADVERTISING
Total SPIRITS OF NISSWA:				375.00		
THE HOME CITY ICE COMPANY						
02/04/2026	156588	THE HOME CITY ICE COMPANY	ICE SPIRITS	96.32	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156588	THE HOME CITY ICE COMPANY	ICE SPIRITS	75.42	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156664	THE HOME CITY ICE COMPANY	ICE SPIRITS	173.54	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156664	THE HOME CITY ICE COMPANY	ICE SPIRITS	135.12	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156664	THE HOME CITY ICE COMPANY	ICE SPIRITS	86.76	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156664	THE HOME CITY ICE COMPANY	ICE SPIRITS	54.54-	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
Total THE HOME CITY ICE COMPANY:				512.62		
THE WINE COMPANY						
02/04/2026	156590	THE WINE COMPANY	SPIRITS	667.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156590	THE WINE COMPANY	SPIRITS	35.55	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156590	THE WINE COMPANY	SPIRITS	265.33	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156590	THE WINE COMPANY	SPIRITS	23.50	610-49750-330	SPIRITS TRANSPORTATION

Check Date	Check No	Payee	Description	Amount	GL Account	GL Account Title
02/23/2026	156621	THE WINE COMPANY	SPIRITS	380.33	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/23/2026	156621	THE WINE COMPANY	SPIRITS	27.15	610-49750-330	SPIRITS TRANSPORTATION
Total THE WINE COMPANY:				1,398.86		
VESTIS GROUP, INC						
02/04/2026	156597	VESTIS GROUP, INC	MATS/MOP SPIRITS	59.01	610-49750-400	SPIRITS R & M CONTRACTUAL
Total VESTIS GROUP, INC:				59.01		
VIKING COCA COLA BOTTLING CO.						
02/04/2026	156605	VIKING COCA COLA BOTTLING CO.	SPIRITS POP	298.25	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156605	VIKING COCA COLA BOTTLING CO.	SPIRITS POP	354.10	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156669	VIKING COCA COLA BOTTLING CO.	SPIRITS POP	370.15	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/24/2026	156669	VIKING COCA COLA BOTTLING CO.	SPIRITS POP	440.25	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
Total VIKING COCA COLA BOTTLING CO.:				1,462.75		
VINOCOPIA INC						
02/04/2026	156598	VINOCOPIA INC	SPIRITS	294.25	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
02/04/2026	156598	VINOCOPIA INC	SPIRITS	5.00	610-49750-330	SPIRITS TRANSPORTATION
02/04/2026	156598	VINOCOPIA INC	SPIRITS	541.00	610-49750-250	SPIRITS MERCHANDISE FOR RESALE
Total VINOCOPIA INC:				840.25		
WASTE PARTNERS INC						
02/04/2026	156599	WASTE PARTNERS INC	GARBAGE - SPIRITS	211.42	610-49750-210	SPIRITS OPERATING SUPPLIES
02/04/2026	156599	WASTE PARTNERS INC	GARBAGE - SPIRITS	213.81	610-49750-210	SPIRITS OPERATING SUPPLIES
Total WASTE PARTNERS INC:				425.23		
XCEL ENERGY						
02/04/2026	156602	XCEL ENERGY	SPIRITS OF NISSWA	212.66	610-49750-380	SPIRITS UTILITY SERVICES
Total XCEL ENERGY:				212.66		
XTONA						
02/04/2026	156603	XTONA	IT SERVICES - SPIRITS	283.10	610-49750-300	SPIRITS PROFESSIONAL SERVICES
02/04/2026	156603	XTONA	IT SERVICES - PZ	44.00	610-49750-300	SPIRITS PROFESSIONAL SERVICES
02/24/2026	156671	XTONA	IT SERVICES - SPIRITS	295.10	610-49750-300	SPIRITS PROFESSIONAL SERVICES

Check Date	Check No	Payee	Description	Amount	GL Account	GL Account Title
02/24/2026	156671	XTONA	IT SERVICES - PZ	47.00	610-49750-300	SPIRITS PROFESSIONAL SERVICES
Total XTONA:				669.20		
Total SPIRITS OF NISSWA:				151,967.90		
Grand Totals:				503,488.16		

Dated: _____

Mayor: _____

City Council: _____

_____

C16

CITY OF NISSWA
COUNTY OF CROW WING
STATE OF MINNESOTA

RESOLUTION NO. ____

RESOLUTION ACCEPTING DONATIONS

WHEREAS, The City of Nisswa is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of recreational services pursuant to Minnesota Statutes Section 471.17; and

WHEREAS, The following persons and entities have offered to contribute the cash or property set forth below to the city:

Name of Donor	Amount/Property
Community Giving	$1,000
Friends of Nisswa Lake Park	

WHEREAS, All such donations have been contributed to assist the city in the establishment and operation of recreational facilities and programs either alone or in cooperation with others, as allowed by law; and

WHEREAS, The City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NISSWA, MINNESOTA, AS FOLLOWS:

1. The donations described above are accepted and shall be used to establish and operate City facilities and programs either alone or in cooperation with others, as allowed by law.

2. The appropriate city department head is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donation received.

Adopted by the City Council of the City of Nisswa on March 17, 2026.

Approved:

_____
Jennifer Carnahan, Mayor

Attest:

_____
Maggi Wentler, Interim City Administrator

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Nisswa Women's Club

Previous Gambling Permit Number: X-35527-25-017

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: 36-356-4891

Mailing Address: P O Box 362

City: Nisswa State: MN Zip: 56468 County: Crow Wing

Name of Chief Executive Officer (CEO): Sharla R Fillhouer

CEO Daytime Phone: 952-353-0497 CEO Email: marksharla@mac.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☑ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☑ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☑ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Grand View Lodge

Physical Address (do not use P.O. box): 23521 Nokomis Avenue

Check one:

☑ City: Nisswa Zip: 56468 County: Crow Wing

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): June 18, 2026

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☑ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to ***www.mn.gov/gcb*** and click on ***Distributors*** under the ***List of Licensees*** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

☐ The application is denied.

Print City Name: _____

Signature of City Personnel:

_____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL for a gambling premises located in a township

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

☐ The application is denied.

Print County Name: _____

Signature of County Personnel:

_____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: Sharla R. Fillhouer

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

____ a copy of your proof of nonprofit status; and

____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Internal Revenue Service
District Director
P O BOX A-9290 GPN 22-2
CHICAGO, IL 60690

Department of the Treasury

Date: AUG 0 8 1990

Employer Identification Number:
36-3564891
Contact Person:
J. REINEMA
Contact Telephone Number:
(312) 886-1270

NISSWA WOMENS CLUB
BOX 362
NISSWA, MN 56468

Accounting Period Ending:
September 30
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Ends:
Sept. 30, 1991
Caveat Applies:
No

Dear Applicant

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(2).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and contributors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period.

Letter 1045(DO/CG)

NISSWA WOMENS CLUB

If you submit the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until the Service makes a final determination of your foundation status.

If notice that you will no longer be treated as a publicly supported organization is published in the Internal Revenue Bulletin, grantors and contributors may not rely on this determination after the date of such publication. In addition, if you lose your status as a publicly supported organization and a grantor or contributor was responsible for, or was aware of, the act or failure to act that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that the Service had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date such knowledge was acquired.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name and address.

N/A As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your present or proposed activities are unre-

lated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

R. S. Wintroder, Jr.
District Director

Enclosure: 872-C

Business Record Details »

Minnesota Business Name
NISSWA WOMEN'S CLUB

Business Type
Nonprofit Corporation (Domestic)

MN Statute
317A

File Number
1A-698

Home Jurisdiction
Minnesota

Filing Date
03/02/1987

Status
Active / In Good Standing

Renewal Due Date
12/31/2026

Registered Office Address
1412 City Hall Str Nisswa City Hall
Nisswa, MN 56468
USA

Registered Agent(s)
(Optional) Currently No Agent

President
Eunice Wiebolt
1945 Red Oak Drive SW
Brainerd, MN 56401
USA

Renewal History

Renewal History

Filing Date	Filing
11/19/1990	Annual Renewal - Nonprofit Corporation (Domestic)
10/08/1991	Annual Renewal - Nonprofit Corporation (Domestic)
03/10/1992	Annual Renewal - Nonprofit Corporation (Domestic)
06/10/1993	Annual Renewal - Nonprofit Corporation (Domestic)
09/09/1994	Annual Renewal - Nonprofit Corporation (Domestic)
12/05/1995	Annual Renewal - Nonprofit Corporation (Domestic)

C18

Minnesota State Association of
Narcotics Investigators
911 11th St N | Moorhead, MN 56560

February 13, 2026

Nisswa City Clerk
5442 City Hall Street
PO Box 410
Nisswa, MN 56468

Nisswa City Clerk,

The Minnesota State Association of Narcotics Investigators (MSANI) is requesting a gambling permit for this year's Can-Am Conference held at Grand View Lodge on May 20 - 22, 2026. Please see the attached application for exempt permit (LG220) and our certificate of good standing. I have also provided a self - addressed envelope and check for the application fee which can be sent to the Minnesota Gambling Control Board.

If you have any questions, please reach out to me at the contact information provided below.

Respectfully,

Adam Torgerson

Adam Torgerson
Treasurer
Minnesota State Association of Narcotics Investigators
911 11 Street North
Moorhead, MN 56560
(218) 299-5131 - Office
atorgerson@msani.org - Email

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Minnesota State Association of Narcotics Investigators

Previous Gambling Permit Number: X-32574-25-017

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: 41-2017947

Mailing Address: 911 11 Street North

City: Moorhead State: MN Zip: 56560 County: Clay

Name of Chief Executive Officer (CEO): Adam Torgerson

CEO Daytime Phone: 701-219-6214 CEO Email: atorgerson@msani.org

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☑ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☑ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Grand View Lodge

Physical Address (do not use P.O. box): 23521 Nokomis Avenue

Check one:

☑ City: Nisswa Zip: 56468 County: Crow Wing

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): _____

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☑ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to ***www.mn.gov/gcb*** and click on ***Distributors*** under the ***List of Licensees*** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL
for a gambling premises located within city limits

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

☐ The application is denied.

Print City Name: _____

Signature of City Personnel:

_____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL
for a gambling premises located in a township

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

☐ The application is denied.

Print County Name: _____

Signature of County Personnel:

_____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: 02/13/2026
(Signature must be CEO's signature; designee may not sign)

Print Name: Adam Torgerson

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

____ a copy of your proof of nonprofit status; and

____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Business Record Details »

Minnesota Business Name

Minnesota State Association of Narcotics Investigators

Business Type
Nonprofit Corporation (Domestic)

MN Statute
317A

File Number
1X-526

Home Jurisdiction
Minnesota

Filing Date
05/16/2001

Status
Active / In Good Standing

Renewal Due Date
12/31/2026

Registered Office Address
911 11 Street North
Moorhead, MN 56560
USA

Registered Agent(s)
Steven Parshall

President
Andrew Johnson
1430 MARYLAND AVE E
SAINT PAUL, MN 55106-2802
USA

Filing History

Filing History

Select the item(s) you would like to order: Order Selected Copies

	Filing Date	Filing	Effective Date
☐	05/16/2001	Original Filing - Nonprofit Corporation (Domestic)	
	05/16/2001	Nonprofit Corporation (Domestic) Business Name (Business Name: Minnesota State Association of Narcotics Investigators)	
☐	04/25/2002	Registered Office and/or Agent - Nonprofit Corporation (Domestic)	

	Filing Date	Filing	Effective Date
☐	02/13/2006	Registered Office and/or Agent - Nonprofit Corporation (Domestic)	
☐	01/27/2010	Registered Office and/or Agent - Nonprofit Corporation (Domestic)	
☐	10/2/2023	Amendment - Nonprofit Corporation (Domestic)	

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The Office of the Secretary of State is an equal opportunity employer

☒ Subscribe for email updates!
Vulnerability Disclosure

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date organized	Tax exempt number
Brainerd Jaycees	01/01/1936	41-6058743

Address	City	State	Zip Code
803 Kingwood St	Brainerd	MN	56401

Name of person making application	Business phone	Home phone
Jake Meyer	2188203932	

Date(s) of event: May 1-2, 2026

Type of organization: ☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit

Organization officer's name	City	State	Zip Code
Andrew Jay	Brainerd	MN	56401
		MN	
		MN	
		MN	

Location where permit will be used. If an outdoor area, describe.
Nisswa Community Center parking lot

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
NA

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
WestBend Mutual Insurance Co. $1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number
Signature City Clerk or County Official	Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Customer Care	
West Bend Insurance Company 1900 South 18th Avenue West Bend WI 53095	PHONE (A/C, No, Ext): (866) 926-4244	FAX (A/C, No): (262) 365-2200
	E-MAIL ADDRESS: customercare@wbmi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : West Bend Insurance Company	15350
INSURED Brainerd Jaycees, Inc PO Box 384 Brainerd MN 56401-0384	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL25103081212 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		A537552	12/26/2025	12/26/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			A537552	12/26/2025	12/26/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			A537560	12/26/2025	12/26/2026	Each Common Cause	$1,000,000
							Aggregate Limit	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Run for the Lakes
May 1-2, 2026

Certificate holder is named as Additional Insured on the General Liability when required by written contract per form WB1890.

CERTIFICATE HOLDER

City of Nisswa
5442 City Hall Street
PO Box 410
Nisswa MN 56468

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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C20

Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street
St Paul , Minnesota 55101
651-201-7507

RENEWAL OF CONSUMPTION AND DISPLAY PERMIT
Permit Fee $250 (Renewal Date: April 1)

Iden: 5498 License Code: CDPBL Business Phone: 218-568-8988

Geike, Richard
DBA: Fritz's Resort
942 Hwy 371/Box 803
Nisswa, MN 56468

IF NAME AND ADDRESS SHOWN ARE NOT CORRECT, MAKE CHANGES BELOW

Worker's Comp. Ins. Name SFM Policy No. 37412,216 Policy Period 4-20-2025 – 4-21-2026

City/County where permit approved NISSWA CROW WING

Licensee Name FRITZS RESORT INC.

Address, City, State, Zip POBOX 803/26483 STATE HWY 371 NISSWA MN 56468

Business Phone 218-568-8988 Email FRITZRESORT@GMAIL.COM

By signing this renewal application, applicant certifies that there has been no change in ownership, corporate officers, bylaws, membership, partners, home addresses, or telephone numbers. If changes have occurred during the past 12 months, please give details on the back of this renewal, then sign below.
Applicant's signature on this renewal confirms the following:
Failure to report any of the following will result in fines.
1. Applicant confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
2. Applicant confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
3. Applicant confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on the back of this renewal, then sign below.
4. Applicant confirms that workers compensation insurance is in effect for the full license period.
5. Applicant confirms, no club on-sale intoxicating liquor license is held.
6. Applicant confirms business premises are separate from any other business establishment.

Additional information to be provided as is necessary

- Indicate (on back of page) changes of corporate officers, partners, home addresses or telephone numbers:
- Report (on back of page) details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):
- Report(on back of page)any license rejections or revocations:
- City/County Comments:

Richard Geike 2-11-26

Licensee Signature Date
(Signature certifies all application information to be correct and permit has been approved by city/county.)

City Clerk/County Signature Date
(Signature certifies that a consumptions and display permit has been approved by the city/county as stated above.)

MAKE CHECKS PAYABLE TO: DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT AND RETURN WITH APPLICATION.

Amount Received

Maggi: Here is a break down of the advertising expenses for the city administrator position. After talking to our Marketing and Communications folks there are two additional sites that have a cost. See below.

Association of Minnesota Counties	$50.00
League of Minnesota Cities (if not a member)	$360.00
Iowa League of Cities	$140.00
Wisconsin League of Cities	$150.00
International City/County Managers Association	$450.00
National Association of Counties	$500.00
Government Jobs.Com	$199.00
Careers in Government	$245.00

Total	If not a member of LMC	$2,094.00
	Member of LMC	$1,734.00

We advertise on several free websites and our social media postings

SCSC South Central Service Cooperative
Quality Through Cooperation Since 1976

Mike Humpal, CEcD

Manager Local Government Solutions

Original SOW

Date: March 4, 2026

To: The City of Nisswa MN
From: Flora Delaney, President – Delaney Consulting

We are proud to submit the attached Statement of Work to pursue the custom request made by Nisswa on March 3, 2026 for a six-week market analysis for the Spirits of Nisswa Liquor store and the Pickle Factory pub. Details are attached.

If you would like to discuss this in detail or to have a call to understand the exact materials that will be produced throughout the course of this engagement, please reach out. This plan was developed to meet the exact specifications as described by the Spirits of Nisswa store manager. As always, we are happy to collaborate and amend this SOW to ensure it meets the City's needs.

Thank you for considering our proposal. We are eager to help you reach your goals.



STATEMENT OF WORK
Effective March 9, 2026

This Statement of Work is effective as of March 9, 2026 between The City of Nisswa, Minnesota ("The City") and Delaney Consulting, LLC. The City wishes to receive a business plan for both its Spirits of Nisswa liquor store as well as its Pickle Factory on-sale/off-sale pub and restaurant to evaluate several scenarios and provide specific recommendations for business improvements.

For the Spirits of Nisswa liquor store, the City needs to understand the impact of expanding its store space at two different levels (+600sf and +1400sf) or maintaining its current space at a new lease rate. The City needs to understand the impact on sales, profits and expenses. Additionally, the City is looking for opportunities to reverse sales declines and improve profit transfers from its Spirits of Nisswa store. Options include changes in marketing, pricing, selection, merchandising, operations and other brick and mortar levers.

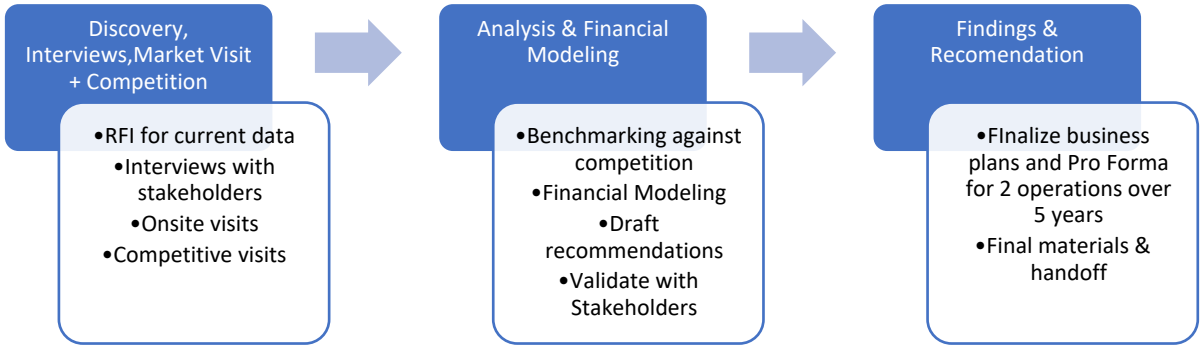
For the Pickle Factory, the City needs an evaluation of the gaps and opportunities to drive more sales and profit from the current space and operation. Options include marketing, pricing, promotions, menu items, off sale opportunities, operations and other bar/restaurant choices.

The City is looking for business plans with a 2-5 year time horizon and is also interested in understanding reasonable goals and metrics that it should have for both operations. The future projections should include relevant shifts in population, planned road traffic, alcohol and adult beverage consumption patterns over the next 2-5 years.

1. **<u>Services and Deliverables:</u>** Delaney Consulting shall provide the services of its president, Flora Delaney and employees ("Consultant") to result in the following outcomes:

General Overview

----------1 Weeks---------- ----------4 Weeks---------- --------1 Weeks----------



- **Week 1: Discovery:** Project Kickoff**.** Submit a request for information to the City of Nisswa for required analysis elements. Expect a request for items such as future City zoning and planning that could impact both locations, planned City development for commercial, industrial and residential areas, known and planned multi-family housing, known and planned road and transportation changes, store layout and planograms, three years of P&L reports, sales by department by year – and by month, labor details ($/Hour including benefits, Hours/location, Hours/week, Typical Winter/Summer schedules), Menus, COGS, etc. Conduct onsite visits both to Nisswa's municipal businesses and local competitors to assess

their strengths and weaknesses, gathering POS data, store/category/shelf/door measurements, and insights from employees, customers and possibly distributors. Understand and calibrate expectations with City council, Mayor and/or store management. Share findings and align on assumptions with the City.
    - **Deliverable:** The Discovery Market Study findings and assumptions prior to Analysis and Modeling.
- **Weeks 2-5: Analysis and Financial Modeling** Create a site-specific financial model for both Spirits of Nisswa liquor store and Pickle Factory Pub. Align with project leaders to validate that the assumptions and operating estimates throughout the analysis are reasonable. Model scenarios to evaluate Spirits of Nisswa expansions and the impact on sales, net profit and expenses. Estimate the financial impact of operational, merchandising, selection, promotion or inventory improvements for both the Spirits of Nisswa and Pickle Factory so that the City can evaluate the upside potential of pursuing those improvements. Overlay industry trends in alcohol and relevant THC consumption and forecasts against future sales estimates. Provide insight into how revenue projections are created and the key variables that can change those projections (provide guidance about what is within and outside of City control.)
    - **Deliverable:** Financial analysis to identify the most valuable opportunities for Pickle Factory and Spirits of Nisswa liquor store over the next 2-5 years. Realistic cost expenditures and sales per square foot for any expansion for Spirits liquor store.
- **Week 6: Findings and recommendations** Complete a final report using the insights and analysis to create a 2-5 year business plan that pursues several different scenarios. The Spirits of Nisswa location plan will include a recommendation for/against a store expansion at a new lease rate and prioritized improvement opportunities the City could pursue to increase sales and profits. The Pickle Factory Analysis to include recommendations for improvements that could drive sales and profits. Concrete recommendations from Delaney Consulting for the City to consider in reaching its goals for sales and profit improvements from its municipal businesses.
    - **Deliverable:** Final Reports and all materials created for Nisswa in support of this statement of work.

Project Management & Communication:

- A regular cadence for keeping the key City contact updated on the project and its status with a planned update as agreed to, not to exceed more than once per week throughout the 6-week engagement.
- All documentation created or access during the engagement becomes the property of the City.

2. <u>Fees and Terms:</u>

Services will be offered on a flat rate basis that anticipates the following schedule:

Total Fees	$22,500
1/2 Payable at project outset (week 1)	$11,250
1/2 Payable upon completion (week 6)	$11,250

Also: travel for 3 day/2 night visit to Nisswa for store visits, interviews and competitive visits in week 1. Should Nisswa require additional trips or travel, a similar schedule will be provided.

Mileage @ .72/mile (IRS 2026 standard) @ 325 miles =	$234
$60/day food per diem	$180
Lodging $150/night at 2 nights	<u>$300</u>
All travel	**$714**

The City has the right to request an audit of any invoice at any time in the term of this agreement. The consultant shall supply supporting information to prove expenses occurred and how they were calculated within 10 business days of any request. The consultant can also supply evidence the subject work occurred for the timeframe in question within 10 business days of any request. The city may take up to 10 days to review audit materials. Disputed invoices should be directed to flora@floradelaney.com with invoice identification and specific items in question.

3. Confidentiality Clause

Both parties agree to maintain the confidentiality of all non-public, proprietary, or sensitive information disclosed during the engagement. This obligation shall survive for two (2) years following the termination of this SOW and shall not apply to information that is publicly available or lawfully obtained from third parties.

City of Nisswa Minnesota	**DELANEY CONSULTING, LLC**
By : _____ Name: _____ Title: _____ Date: _____	By: _____ Name: Flora Delaney Title: President Date: _____

Revised SOW

Date: March 16, 2026

To: The City of Nisswa MN
From: Flora Delaney, President – Delaney Consulting

With the initial discovery visits onsite at Nisswa complete and the subsequent conversations with the Mayor, members of the City Council and City Administration and both liquor General Managers; it has become apparent on both sides that the initial Statement of Work (SOW) previously submitted and signed with the City of Nisswa is insufficient for the needs the City has now communicated.

To that end, we are submitting this change agreement as requested by the City which clarifies, amends and expands the work as it was previously outlined in the signed SOW from March 9, 2026.

This new agreement is meant to augment and clarify the work as described by the City as well as to create shared understanding for what the deliverables will be for the City. Taken together, the previously signed Statement of Work and this Change Agreement represent the complete intent for work contracted by the City from Delaney Consulting to provide business guidance for the liquor operations for the Spirits of Nisswa liquor store and Ye Old Pickle Factory pub and off sale operations.

As we have listened to the City of Nisswa's needs and the decisions it faces about how to improve its liquor operations, we are more confident than ever that we can produce solid business plans, priorities and decision points that the city can rely on to make good choices for the future.

This is submitted with haste understanding that a swift decision will be made at the March 17 City Council meeting. Thank you for reviewing our proposal. We are eager to help you reach your goals.



CHANGE AGREEMENT TO AMEND AND AUGMENT THE 3/9/2026 STATEMENT OF WORK
Effective March 9, 2026

This Change Agreement combined with the previously signed Statement of Work is the entire description of the services to be rendered by Delaney Consulting, LLC to The City of Nisswa, Minnesota ("The City".) To assist understanding, all components of the previous Statement of Work are included within this one change document – allowing the City to refer to this one document as the entirety of our contracted services.

The City wishes to receive a 2-5 year business plan and other assessments and evaluations for both its Spirits of Nisswa liquor store as well as its Pickle Factory on-sale/off-sale pub and restaurant. Delaney Consulting will produce and evaluate several scenarios for each operation so that the city can understand the investment and payback (ROI) on pursuing the various scenarios (outlined below.) Delaney Consulting will provide specific recommendations that will follow a decision tree for ongoing business improvements and present change scenarios that are in the best interests of the City and its constituents.

Spirits of Nisswa Liquor Store
For the Spirits of Nisswa liquor store, the City needs to understand the impact of expanding its store space at three different levels (+600sf, +1400sf, and another TBD) or maintaining its current space at a new lease rate. The recommendation should include costs and ROI and a recommendation for the use of any expansion space (such as backroom stock, cold holding, sales floor expansion, operational needs, etc). Delaney Consulting will prioritize the decision that the City must make regarding the opportunity to expand the Spirits location. Therefore, we will prioritize that analysis and provide guidance to the City on that topic before the end of this engagement.

As the City is looking for opportunities to reverse sales declines and improve profit transfers from its Spirits of Nisswa store, the City expects an analysis of the opportunities and gaps as well as the investment to close those gaps surrounding assortment/selection, merchandising, pricing, operational effectiveness, labor scheduling and customer service. The City needs to understand the costs to make improvements and the likely impact on sales, profits and expenses. The city is looking for recommendations that are likely to include marketing, pricing, selection, merchandising, operations, labor scheduling and other brick and mortar levers.

Ye Old Pickle Factory Pub
For the Pickle Factory pub, the City needs a specific evaluation of the gaps and opportunities to drive more sales and profit from the current space and operation. The City expects an analysis of the opportunities and gaps as well as the investment to close those gaps to make sales and profit improvements through marketing, pricing, promotions, menu items, off sale opportunities, operations and other bar/restaurant levers. Our analysis will include existing revenue generating partnerships such as charitable gambling and events both at the Pickle and the Nisswa Community Center. (ex: Ribfest, private weddings and parties.) The City expects a professional recommendation about the priorities, decisions and downstream results of making decisions that centers on the best interest of the City and its constituents.

Both Operations
The City is looking for business plans for both operations with a 2-5 year time horizon that are attainable and defensible if the City pursues Delaney Consulting's recommendations. The future projections should include relevant shifts in population, planned road traffic, alcohol, cannabis/THC and adult beverage consumption patterns over the next 2-5 years.

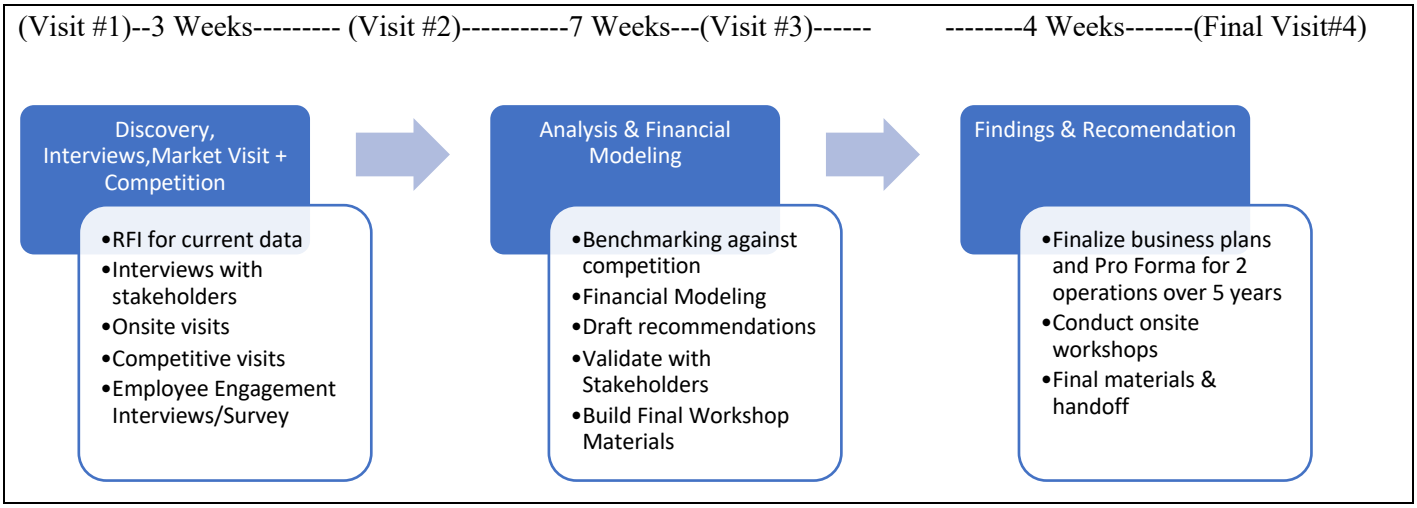
The City wishes to understand the key metrics, KPI's and goals that it could institute to monitor and deliver optimal profit results from its liquor operation. The City looks for recommendations and guidance about the timing, frequency and content of regular business updates that could be initiated between the leader(s) of the liquor operations and a city Administrative Team with liquor operations oversight.

The City has requested that Delaney Consulting expand the previously defined operational Gap and SWOT analyses to include a full review, analysis and recommendations of their existing labor/staffing models in each operation. This will also extend to the relevant City Administrative roles and will include talent assessments of agreed upon positions. This additional request may include staff surveys, interviews and observations. This new request is one cause for increasing our estimate to complete this SOW.

The City wishes to have final recommendations and results presented back to their full City Council in a normalized City Council Workshop format. The City intends to stand up a re-formed Liquor Committee which will require 1 or more interim updates during the course of this engagement. The Liquor Committee will also require a separate detailed workshop session at the conclusion of the engagement.

Services and Deliverables: Delaney Consulting shall provide the services of its president, Flora Delaney and employees ("Consultant") to result in the following outcomes:

General Overview



- **Week 1-3: Discovery:** Project Kickoff**.** We have previously submitted a request for information to the City of Nisswa for required analysis elements. ATTACHED. The City does not have the resources/expertise to provide some of the required elements and we have augmented and will augment the City's resources by generating reports and data from four (4) separate POS systems that contain current or legacy data required for our work. This additional support is one cause for increasing our estimate to complete this SOW. Due to this additional support for the City, we will require a second onsite visit (Visit #2) to Nisswa's municipal businesses and local competitors to assess their strengths and weaknesses, validate data gathered prior to analysis and update the City on progress. Throughout, we will refine our alignment and calibrate expectations while sharing findings with the City Administrative Staff and as appropriate and needed, the City council, Mayor and/or store management.
    - **Deliverable:** Initial findings and assumptions prior to Analysis and Modeling. Virtual attendance to re-formed Liquor Committee Meeting. Validate all cost assumptions for possible Spirits store

expansion. Align to what will be included in Spirits analysis phase and align on likely square footage expansion levels for up to 3 scenarios.

- **Weeks 4-10: Analysis and Financial Modeling** Create a site-specific financial model for both Spirits of Nisswa liquor store and Pickle Factory Pub with scenarios that support decision choices the city could make and their ROI. Align with project leaders to validate that the assumptions and operating estimates throughout that the analyses are reasonable. Model scenarios to evaluate Spirits of Nisswa expansions and the impact on sales, net profit and expenses. Estimate the financial impact of operational, merchandising, selection, promotion or inventory improvements for both the Spirits of Nisswa and Pickle Factory so that the City can evaluate the upside potential of pursuing those improvements. Overlay industry trends in alcohol and relevant THC consumption and forecasts against future sales estimates. Provide insight into how revenue projections are created and the key variables that can change those projections (provide guidance about what is within and outside of City control.) Provide decision trees so that the City can evaluate the impact of initial decisions on subsequent courses of action. Complete an assessment of the existing leadership structure and talent leading liquor operations for the City. Produce a recommended operational business process for a City Administrator to oversee and direct City liquor operations to produce optimal outcomes for the City and its constituents. Conduct a third visit to include interviews and observations with staff in both operations for talent assessment, aligning with re-formed Liquor Committee on interim findings and analysis to date. Begin to preview likely final recommendations, when possible.
    - **Deliverable:** Financial analysis to identify critical decisions for the City to pursue to optimize its profits from the City's liquor operations. Delaney Consulting to identify and recommend the most valuable opportunities for Pickle Factory and Spirits of Nisswa liquor store over the next 2-5 years using a return on investment model. Realistic cost expenditures and sales per square foot for any expansion for Spirits liquor store.

- **Weeks 11-14: Findings and recommendations** Complete a final report to include a written report that moves from strategic decisions through subsequent tactical decisions that the City will need to make as it pursues the best outcomes for the City and its constituents over the long term. Financial analyses and worksheets using insights and analysis of all work to date to create a 2-5 year business plan that pursues several different scenarios. The Spirits of Nisswa location plan will include a recommendation for/against a store expansion at a new lease rate and prioritized improvement opportunities the City could pursue to increase sales and profits. The Pickle Factory Analysis to include specific strategic and operational recommendations to improve the outcome for the City and its constituents. A professional assessment of the current City support and business leaders in place leading the liquor operations for the City. Concrete recommendations from Delaney Consulting for the City to consider in reaching its goals for sales and profit improvements from its municipal businesses. A final visit to close out the engagement with a presentation to the City council and the Liquor committee. Turnover all materials to the City.
    - **Deliverable:** Final Reports and all materials created for Nisswa in support of this statement of work. All materials to be packaged in a final format for public record as well as in presentation form in a workshop for the City Council and Mayor as a whole and the Liquor Committee specifically.

- **Project Closeout: A final visit to the city to include a City Council Presentation** Conduct separate City Council/Mayor and a Liquor Committee workshop to ensure knowledge transfer and help the City create a framework for decisions. A final session with the City's administrator to review next steps and detailed

recommendations. At the City's request, we can also attend a City Council meeting of the City's choosing and present the final recommendations and findings in that public forum. Address questions or concerns from the City Council.

Project Management & Communication:

- A regular cadence for keeping the key City contact updated on the project and its status with a planned update as agreed to, not to exceed more than once per week throughout the 14-week engagement.
- A RACI with the City to outline roles and responsibilities throughout the engagement to keep the work progressing and the timeline/budget as outlined in this SOW.
- All documentation created or access during the engagement becomes the property of the City.

1. <u>Fees and Terms:</u>

Services will be offered on a flat rate basis that anticipates the following schedule:

Total Consulting Fees	$72,000

Payment Schedule:

Week 1 retainer previously invoiced to Nisswa	$11,250
Midpoint Payment at Week 5	$30,375
Final Payment upon Delivery	$30,375

Travel:

This revised agreement anticipates 3 additional trips to Nisswa; with 2 including Flora Delaney; beyond the initial visit from March 10-13 previously completed. We anticipate the following onsite working sessions with Nisswa:

Timing	Goal	Participants
March 11-13 COMPLETED	Store visits, interviews and gathering POS data	Michael Bitzer
~Week 4	Validate all data gathered, Competitive store visits, City Alignment	Michael Bitzer
~Week 8	Talent Assessment interviews & observations, Liquor Committee Alignment, Initial Findings and Recommendations on Spirits Expansion	Michael Bitzer Flora Delaney
~Week 14	Final Presentations and workshops, Final materials handoff	Michael Bitzer Flora Delaney

Each trip will be billed at the following rate:

Roundtrip Mileage @ .72/mile (IRS 2026 standard) @ 325 miles X2 =	$468/roundtrip
$60/day food per diem	$ 60/day
Lodging $150/night	<u>$150/night</u>

Given the anticipated schedule, we recommend that the City budget for travel at ~$5690.

The City has the right to request an audit of any invoice at any time in the term of this agreement. The consultant shall supply supporting information to prove expenses occurred and how they were calculated within 10 business

days of any request. The consultant can also supply evidence the subject work occurred for the timeframe in question within 10 business days of any request. The city may take up to 10 days to review audit materials. Disputed invoices should be directed to flora@floradelaney.com with invoice identification and specific items in question.

2. Confidentiality Clause

Both parties agree to maintain the confidentiality of all non-public, proprietary, or sensitive information disclosed during the engagement. This obligation shall survive for two (2) years following the termination of this SOW and shall not apply to information that is publicly available or lawfully obtained from third parties.

City of Nisswa Minnesota	**DELANEY CONSULTING, LLC**
By : _____ Name: _____ Title: _____ Date: _____	By: _____ Name: Flora Delaney Title: President Date: _____

Attachment I
Request for Information, Nisswa Liquor Business Units
3.6.26

Here is a comprehensive list of information we will be seeking out during our discovery phase.
Please prioritize #1 and then, all NON-POS data first.
For any data, it is most helpful to have this sent in excel vs. a pdf.

1. A prepared "packet" that shows how each GM is reviewing their business on an ongoing basis.
    a. I print/pull these reports every day/week/month and am managing my business performance by monitoring these metrics.
    b. Michael will review with each GM during his visit to get the most current view of business and the lens by which each GM views their business.
2. Monthly Muni P&L for the last 24 complete months as well as current month.
3. The Year-end P&L for 2025, 2024, 2023, 2022.
4. The most recent Balance Sheet as well as year end balance sheets for 2025, 2024, 2023.
    a. Ideally, items 1-4 are broken out by on and off sale and then rolled up to a total Muni view.
5. Org chart and resource overview for Team Muni. This should also include relevant City Resources that regularly support your leaders and business. Often, these include: City Manager/Administrator, Finance, HR, Comm Coordinator, etc.
6. Fully loaded labor cost by role including City resources allocated to the Muni for operational needs. Include benefits and all other labor costs. Include planned increases for the future if contractually obligated (ex: COLA adjustment +3% per year.)
7. A "typical" weekly Muni work schedule with hours/team members by day/shift (before opening, morning, afternoon, evening, close). Ideally for Summer and Winter if your seasonal labor schedules are meaningfully different.
8. Overview of your business and operational "meetings" across both GMs and including city resources. Include rhythm, agenda, expected outcomes, etc.
9. Ideally, a complete listing of all active inventory items with their Cost (COGS) and retail price. Please break down COGS to a per item price (not case goods) if possible. Otherwise, please provide a case pack by item. Ideally, you will also include each item's merchandise hierarchy (such as Domestic Beer, Red Wine, Soda, Liquor, Whiskey) etc.
    a. Please select as many levels as possible. (So if an item is a Spirit AND Dark Liquor AND Scotch....please include all.)
10. Minimally, a monthly sales report by business unit and then by category/department hierarchy level for the past 24 months. (ie beer sales and wine sales and liquor sales and food sales all separate.)
    a. Please provide it at the most detailed level available: total sales, gross margin, units, average selling price, etc.
11. Event and promotional calendar for Team Muni with a bigger eye on the Pickle Barrel.
    a. For Spirits of Nisswa include beer of the month, tasting events, and other ongoing promotions.
    b. Pickle Barrel seems to have a very active event calendar including bands, meat raffle, happy hour, cocktail of the month, etc.
    c. Include a cost and/or ROI for events.
12. Current food menu offerings and price, along with COGs for food.
13. Current on sale drink offerings and current average price per unit by category – beer, tap, bottle, etc. Wine. Spirits. Food. Etc.
14. Any reporting you may have on theft, loss, shrink, waste.

15. Any reporting you have on Current Inventory levels rolled up by category. Item count on hand is preferred. Date of last total physical inventory. (Sometimes, "goods not for sale" are inventoried, we do not need those items.)
    a. All items above, 1-12, are most usable in an excel export from POS and/or an excel format in any type of city finance reporting (vs. pdf).
16. All information to date on the retail expansion opportunities for Spirits of Nisswa. To include: maps, square footage opportunities, pricing, timing, commentary on implementation/operational changes that would impact the changes. The later would include if you would need to close during construction, temporary storage rental, increase in labor, needs/costs relevant to merchandising, etc.
    a. Current lease.
    b. Any new or proposed lease that is currently live for consideration.
17. Facility overview for the Muni buildings that includes maps/floor plans, total square footage and then, by area (on/off/storage/office/break room/etc.) as well as seats in the bar. List of any other issues of note/concern in each facility that the city would be responsible.
18. Relevant car traffic data for the areas of surrounding the Muni for the last 3 years.
19. Any documentation for city goals, expectations, or policies relevant to our SOW and your Muni operations. (Yearly goals/metrics, city policies, out of norms projected wage increases, PERA program changes, etc.
20. Any documentation or anticipated changes to the community at large that Nisswa is aware of and is relevant. Examples:
    a. We know this intersection by the Munis are going to change on this date in this way. (example: proposed roundabout)
    b. This large summer festival is starting or no longer happening.
    c. This large employer is opening on this date and adding XXX new jobs.
    d. This school is closing and is consolidating.
    e. Proposed residential developments, multi-unit developments, or planned changes to housing that would meaningfully impact population. Include adjacent towns, if known.
21. Documentation on changes to the Munis over the past 3 years that lists what has been tried, tested, failed, successful to meaningfully change your business in the past 3 years.
22. Highly impactful changes such as – we changed or added Happy Hour offerings. We added THC products on this date. We had sweeping price changes on this date at this level. We added an incremental role and corresponding payroll for this reason at this cost. We tested radio ads at this cost, during this period, and experienced this as an outcome.

Attachment II
Other Municipal Offerings by Delaney Consulting

- Top 100/200/300/500 price comparisons versus select competitors
- Menu Services : Offerings, Pricing, Design
- Customer Surveys
- Customer Service Training
- Interim Operational Business Management
- Coaching for Retail Operation Management for City Leaders
- Mystery Shopper Services – including competition
- Customer Service Training
- SOP Development
- Coaching and Development for Store Managers
- New Department/Business Development Planning
- Store Space Optimization and Planogram Development

ENABLING RESOLUTION
ESTABLISHING AN ECONOMIC DEVELOPMENT AUTHORITY
FOR THE CITY OF NISSWA

WHEREAS, the City of Nisswa is authorized to establish an Economic Development Authority (the "EDA") pursuant to the provisions of Minnesota Statutes Section 469.090 to 469.1082, with specified powers and obligations to promote economic development; and

WHEREAS, the City Council of the City of Nisswa, Minnesota (the "City Council") has determined that it is in the City's best interest to establish an EDA in order to preserve and create jobs, enhance its tax base, help formulate plans for City owned land and to promote the general welfare of the people of the City of Nisswa; and

WHEREAS, the City has provided public notice and conducted a public hearing on the proposed adoption of this Enabling Resolution on _____ ____, 2026 and has fulfilled all other legal requirements for the establishment of the EDA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NISSWA:

1. An Economic Development Authority to be known as the "Economic Development Authority of the City of Nisswa" with all of the powers, rights, duties, and obligations as set forth in Minnesota Statutes, Sections 469.090 to 469.1082, except as set forth below, and any other law is hereby established in and for the City.

2. The EDA shall be governed by a board of five (5) Commissioners who may be the members of the City Council, or some members of the City Council. Pursuant to Minnesota Statute 469.095, Subd. 2(a), the Commissioners shall be appointed by the Mayor with the approval of the City Council.

3. The powers of the EDA and the limitation of powers of the EDA shall be as follows:

    a. The EDA must not exercise any specified powers contained in Minnesota Statutes Sections 469.001 – 469.047, 469.108 and 469.124 – 469.133.

    b. The EDA must not exercise any powers without the prior approval of the City Council.

    c. That, except when previously pledged by the EDA, the City Council may by Resolution require the EDA to transfer any portion of the reserves generated by activities of the EDA that the City Council determines is not necessary for the successful operation of the EDA to the debt service fund of the City to be used solely to reduce tax levies for bonded indebtedness of the City.

    d. That the EDA shall not transact the sale of bonds or obligations for issuance without approval of the City Council.

e. The EDA shall follow the budget process for City Departments as provided by the City and as implemented by the City Council and Mayor.

f. The official actions of the EDA must be consistent with the adopted Comprehensive Plan of the City and any official controls implementing the Comprehensive Plan.

g. The EDA shall submit all planned activities for influencing the action of any other governmental agency, subdivision or body to the City Council for approval.

h. The EDA shall not create economic development districts without City Council approval.

i. The EDA shall not acquire property to purchase, lease, gift or condemnation without the prior approval of the City Council.

j. The EDA shall not develop districts by filling, grading and protecting property without the prior approval of the City Council.

k. The EDA shall not issue revenue bonds without the prior approval of the City Council.

l. The EDA shall not make or guaranty credit enhancements without the prior approval of the City Council.

m. The EDA shall not issue general obligation bonds without the prior approval of the City Council.

n. The EDA shall not provide business assistance.

Adopted by a ___/5th vote of the City Council of the City of Nisswa on this _____ day of _____, 2026.

CITY OF NISSWA

_____
By: Jennifer Carnahan
Its: Mayor

Attest:

_____
By: Maggi Wentler
Its: Interim City Administrator/Clerk

STATE OF MINNESOTA
COUNTY OF CROW WING
CITY OF NISSWA

I, the undersigned, being the duly qualified Interim City Administrator/Clerk of the City of Nisswa, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and forgoing extract of minutes with the original minutes of a meeting of the City Council held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to the public hearing on the proposed enabling resolution creating an economic development authority.

WITNESS, my hand and the seal of the City this _____ day of _____, 2026.

_____
By: Maggi Wentler
Its: Interim City Administrator/Clerk

(Seal)

CITY OF NISSWA
COUNTY OF CROW WING
STATE OF MINNESOTA

RESOLUTION NO. 26-___

RESOLUTION GRANTING APPEAL REGARDING PLANNING COMMISSION/BOARD OF ADJUSTMENT APPROVAL OF COMMUNICATION TOWER PERMITS

WHEREAS, there have been numerous discussions at City Council around deficiencies for cell coverage in the downtown area; and

WHEREAS, placement of a corrective communication tower that would comply with ordinance standards under existing conditions without the need for a variance presented an evident hardship according to the applicant and a possible basis of an eventual practical difficulty argument; and

WHEREAS, these discussions culminated in City Council's non-binding, non-final decision concept affirmation of Verizon's proposed site plan depicting a monopole tower at the Fire Hall location at its regular meeting dated July 15th, 2025; and

WHEREAS, Verizon then engaged professional services required to assist submission of variance and conditional use permit applications for review by the City of Nisswa, the public hearings for which occurred at the November 4th, 2025, regular meeting of the Planning Commission/Board of Adjustment; and

WHEREAS, the Board of Adjustment established Findings of Facts to be collectively applied for each individual deviation identified by Staff resulting from the proposal, resulting in a passing motion of approval at its November 4th, 2025, regular meeting; and

WHEREAS, the Planning Commission then reviewed and subsequently motioned and approved the conditional use permit application for this proposal at its November 4th, 2025, regular meeting; and

WHEREAS, an appeal was taken by a petition signed by members of the community within the time allowed by the City's Zoning Ordinance, and the appeal was heard by and tabled by the City Council at its December 16th, 2025 regular meeting; and

WHEREAS, the appeal was continued to the City Council's regular meeting on February 17th, 2026, where the appeal was granted and staff was directed to draft a proposed resolution containing Findings of Fact supporting the grant of the appeal, for the City Council's review at its March meeting; and

WHEREAS, the City Council's Findings of Fact in support of granting the appeal are:

1. The cell tower proposed height of 190' does not appear to be in compliance with the City's Comprehensive Plan.

2. With respect to the cell tower's height, it appears that practical difficulties were not adequately supported and that Findings of Fact made by the Planning Commission

Board of Adjustment with respect to the granted variances were inadequate to support a conclusion of practical difficulties.

3. The Planning Commission Board of Adjustment approved one set of Findings of Fact for all six (6) variances granted for the project, when separate Findings of Fact for each variance would be more appropriate.

4. The height of the cell tower at 190' appears to present an adverse visual impact on the neighboring property owners.

NOW THEREFORE, the matter of this determination and the City Council's grant of the appeal is remanded to the Planning Commission/Board of Adjustment to rescind the variance and Conditional Use Permit approvals consistent with the City Council's grant of the appeal, at its regular meeting on April 7th, 2026.

Adopted by a ___/5th vote of the City Council of the City of Nisswa on this 17th day of March, 2026.

CITY OF NISSWA

_____

By: Jennifer Carnahan
Its: Mayor

Attest:

_____

By: Maggi Wentler
Its: Acting City Administrator/Clerk

F5

From: Maggi Wentler
Cc: Maggi Wentler
Subject: FW: LMCIT Collaboration Services
Date: Wednesday, March 4, 2026 7:22:02 AM
Attachments: 2025-TeambuildingConflictResolution .docx

Good Morning,

The LMC did get back to Joe and me on collaborations services we talked about at the February council meeting. They said given the complexity and dynamics of the situation in Nisswa, as well as the ongoing lawsuit that the LMC is providing defense to they are unable to assist the city at this time with these services. They did provide a list of other vendors that maybe able to assist the city, however there will be a charge for this. Attached is the list they provided. I will add to the March council agenda to discuss further

Thank you,
Maggi

City Hall Hours: Monday – Thursday 8:00am – 4:30pm Fridays 8:00am – 12:00pm

Maggi Wentler, MMMC
Finance Specialist/Treasurer

CITY OF NISSWA
PO Box 410 Nisswa, MN 56468
Direct: 218-961-4240
Main: 218-963-4444
Fax: 218-963-3108
www.cityofnisswa.gov

From: Gourlay, Aimee <AGourlay@lmc.org>
Sent: Thursday, February 26, 2026 3:43 PM
To: Maggi Wentler <maggi@cityofnisswa.gov>
Cc: Joe Hall <jhall@cityofnisswa.gov>
Subject: RE: LMCIT Collaboration Services

Dear Maggie,

As I mentioned earlier, I check internally at LMC/IT before starting collaboration with a member city. Given the complexity and dynamics of the situation in Nisswa, as well as the ongoing lawsuit in which LMCIT is providing a defense, this matter falls outside the scope of what LMCIT Collaboration Services can assist with at this time. I appreciate the council's willingness to work together on issues. I am attaching a list of consultants from LMC HR which may be a helpful start to finding support for these efforts. The list contains the names of people/organizations which HR knows work with government entities on conflict

management and team building, and is not an official endorsement.

My Best,

Aimee

Aimee Gourlay JD | LMCIT Collaboration Services Manager
Phone: (651) 215-4147 | Mobile: (612) 237-6505
agourlay@lmc.org

League of Minnesota Cities | 145 University Ave. West | St. Paul, MN 55103
lmc.org | Facebook | X | LinkedIn

lmc.org | Facebook | X | LinkedIn

LMC LEAGUE of MINNESOTA CITIES

Teambuilding Conflict Resolution

This list has been compiled by the League of Minnesota Cities. Last Updated: 6/2025	
Pamela J Belknap, MS, MEd Belknap & Associates LLC 651.252.7371 Email: BelknapLLC@outlook.com LinkedIn: https://www.linkedin.com/in/pamela-belknap-833374a/	**Cincinnatus** 2021 E Hennepin Ave UNIT 325, Minneapolis, MN 55413 Phone: 612-331-9007 Email: Info@Cincinnatus.com
HueLife Richard Fursman 5775 Wayzata Blvd. #700 St. Louis Park, MN 55416 651-204-0441 info@hue.life	**The Human Development Ctr.** 1401 East First Street Duluth MN 55805 Phone: 218-728-4491 **A United Way Agency**
Sheila Krejci, M Ed HRD 651-402-1274 Email: Sheila@sheilakconsulting.com	**Antone Melton-Meaux** Work Resolve Mediation 222 South Ninth Street, Suite 1600 Minneapolis, MN 55402 612-337-9009 antone@work-resolve.com
MDA Consulting 225 South 6th St Suite 5000 Minneapolis, MN 55402 612-332-8182 info@mdaleadership.com	**Lisa Negstad** 710 S 2nd St #400 Minneapolis, MN 55401 612-618-3511 Email: lisa@negstadconsulting.com Website: http://www.negstadconsulting.com/
Office for Collaboration and Dispute Resolution Minnesota Department of Administration 50 Sherburne Avenue, #309 Saint Paul, MN 55155 Phone: 651-539-1409 Email: Mariah.Levison@state.mn.us Website: https://www.mn.gov/admin/ocdr	**Neu & Company** Carl Neu P.O. Box 36308 Lakewood, CO 80236 303-986-8487
Janet L. Polach, Ph.D. 612.500.7069	**Karen Ray Associates** 12500 Marion Ln W

LMC LEAGUE of MINNESOTA CITIES

linkedin.com/in/janetpolachphd	Hopkins, MN 55305 612-377-2128 karenray@karenrayassociates.com
Sand Creek Susan Herreid Susanherreid@yahoo.com 651-747-6030	**Rick Speckmann** Senior Business Advisor 9805 45th Ave N Plymouth, MN 55442 Main: 763-253-9100 Direct: 763-253-9151 Rick.Speckmann@mranet.org www.mranet.org
Stone Arch Organizational Development Scott Morrell Scott@stonearchod.com 952-288-4253	**Teamwork International** Dennis Cheesebrow 7037 20th Ave. S Centerville, MN 55038 651-429-7340
Thera Rising Anna Maravelas 651-231-3113 Email: info@TheraRising.com Website: http://thera-rising.com/	**Vital Focus, LLC** Amy Burkhalter, MA 612-802-6144 Email: Amy@Vitalfocus.com Website: www.vitalfocus.com
Stephen Ward Associates 522 E Howard St Ste 085 Hibbing, MN 55746 218-262-6280	**Pam Whitmore** **Kennedy & Graven** 150 South 5th St, Suite 700 Mpls, MN 55402 Direct dial: 612-337.9276 pwhitmore@kennedy-graven.com
Wilson Learning Corporation 8000 W 78th St # 200 Edina, MN 55439 952-944-2880	

LMC LEAGUE of MINNESOTA CITIES

Change Management

Lynn Kissock Lynn_kissock@yahoo.com Phone: 612-386-9272	

CITY OF NISSWA, MINNESOTA

Municipal Drinking Water System Improvements

F6

Congressionally Directed Spending Request | FY2027



Submitted to the Office of Congressman Pete Stauber • MN-08 • January 2027

$6.0M	24 Months	150+ GPM
Total Project Cost	Project Duration	Well Capacity

Executive Summary

The City of Nisswa, Minnesota respectfully requests $4,800,000 in Congressionally Directed Spending (CDS) through the Water Environmental Program (WEP) and Public Financing Authority – Drinking Water Revolving Fund program to fund the first phase of municipal drinking water system improvements. Nisswa currently relies entirely on private individual wells, a condition that limits economic development, poses growing risks to regional groundwater quality and public health, and constrains the city's capacity to provide adequate fire protection.

A 2023 feasibility study commissioned by the City of Nisswa confirmed that development of a centralized municipal water system is technically viable and will deliver substantial long-term value to residents, businesses, and public safety. This project represents a transformational infrastructure investment for the community, aligned with federal priorities under the Safe Drinking Water Act.

Project Information

Project Name	City of Nisswa Municipal Drinking Water System Improvements
Project City	Nisswa, MN 56468
Federal Agency	United States Department of Agriculture (USDA)
Account	State - Public Financing Authority (PFA)
Program	Water Environmental Program (WEP) | Drinking Water Revolving Fund (DWRF)
Project Start Date	January 2027
Project Completion Date	January 2029
Total Project Cost	$6,000,000
FY27 Funding Request	$4,800,000

Point of Contact

Name	Tom Blomer
Title	Public Works Director, City of Nisswa
Email	tblomer@cityofnisswa.gov
Phone	(218) 963-4444
Address	5442 City Hall Street, Nisswa, Minnesota 56468

Project Description

The City of Nisswa currently relies exclusively on private wells for drinking water, a model that is increasingly inadequate as density increases and existing private wells deteriorate. A 2023 feasibility study determined that development of a municipal water system is technically feasible and would provide significant long-term benefits for economic growth, public safety, and infrastructure planning. The requested CDS funding will support Phase 1 of this critical infrastructure, which includes the following core components:

- Groundwater Supply Well: Construction of a municipal groundwater supply well capable of producing more than 150 gallons per minute (GPM) from regional aquifers.
- Water Treatment Facility: Construction of a 150 GPM capacity treatment facility with capability for expansion employing oxidation and filtration to remove iron and manganese to meet Safe Drinking Water Act standards, including disinfection, fluoridation, softening, and backwash recycling systems.
- Elevated Water Storage Tank: Construction of a 150,000-gallon elevated water storage tank to maintain system pressure, meet peak demand, and improve fire protection capacity throughout the community.
- Transmission & Distribution Network: Design and construction of new water mains connecting the groundwater supply wells, treatment facility, and storage tank, with distribution to the first-phase service area focused on the highway commercial and residential property along the State Highway 371 / CSAH 77 corridor.
- Future Expansion Readiness: The Phase 1 system will be designed for expansion to meet water demands requiring a 300 GPM facility with expansion along the State Highway 371 corridor to address infrastructure needs of individual water well users. The second phase will require additional water well, water treatment process expansion, a second water tower strategically located to serve the Downtown Nisswa area, and extension of the distribution system.

Community Impact & Need

Implementation of a municipal water system will deliver lasting, tangible benefits to the City of Nisswa and the broader region:

Residential & Economic Growth

Enables new residential and commercial development by replacing the patchwork of private wells with reliable, code-compliant centralized water service along the key Highway 371 corridor.

Improved Fire Protection

The 300,000-gallon elevated storage tank and distribution system will provide firefighting water access throughout the service area, significantly improving public safety for residents and businesses.

Clean Drinking Water

Provides every connected household and business with treated, safe drinking water meeting all Safe Drinking Water Act standards — including iron and manganese removal critical to the regional aquifer.

Groundwater Protection

Reduces the long-term risk to area aquifers posed by hundreds of aging individual wells as land development continues. Centralized treatment and monitoring protects a shared public resource.

Funding & Project Eligibility

Federal Funds Previously Received	No
Funds Obligated Within 12 Months	Yes
Project is Scalable	Yes — project can be scoped if full funding is not available
Cost-Share Capability	Yes — city can pursue other public and/or private funds to meet cost-share requirements
Eligible Agency Program	WEP – Water Environmental Program / Special Purpose CDS

The City of Nisswa respectfully requests your support for this vital infrastructure investment. This project will deliver safe drinking water, stimulate economic development, and strengthen public safety for the community for generations to come.

For questions, please contact Tom Blomer, Public Works Director, at tblomer@cityofnisswa.gov or (218) 963-4444.

Hello Ms. Wentler,

In preparation for the upcoming February 17th City Council Meeting, I am sending you maps with attachments to share with council members. I have included:

1) Roy Lake Whitstrom Road Map information with names, showing ownership of lots

28150611 8004 WHITSTROM RD, NISSWA, MN, 56



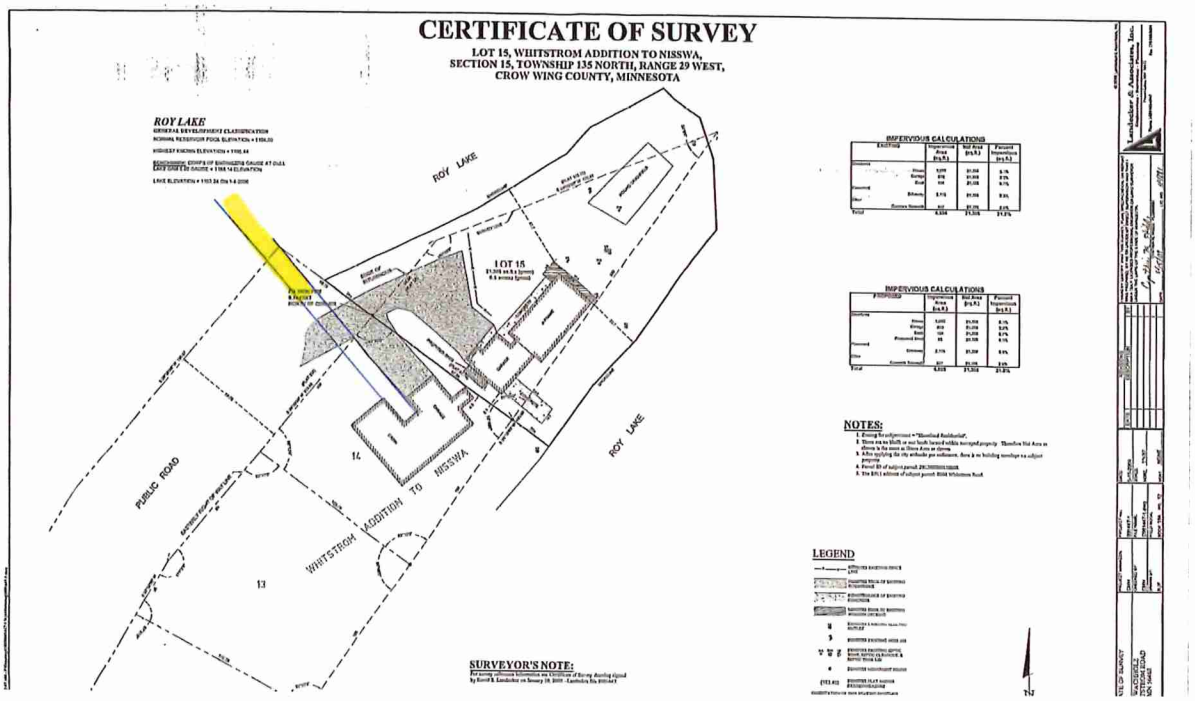
January 15, 2026

1. Michael J. Wachholz Pid 28150611
2. Michael + Kristy Wachholz / Heidi + Sean VanderKloot (1/3) - Pid 28150649
3. ~~28~~ PID# 28150612 - Laura Beeth
4. PID # 28150613 – Mark + Ashley Pietig
5. PID # 28150614 - ~~Terrace~~ Terrance P + Susan J. Lutz
6. PID # 28150615 - Drew + Tina M Johnson
7. PID # 28150616 - Thomas + Patricia HeLiker family
8. PID # 28150617 - M Joans Roberts
9. PID # 28150618 - Cory W + Carrie L. Hund

X = area


28150611
34.44
28.54
29.21
28150649
100.00
150.44
28150612
CITY OF
NISSWA
Roy (18-398 P)
GD
R= 885.97
L= 280.70
80.00
105.79
35.00
28150613
46.37
White Iron
Rd
90.00
R= 2,276.17
L= 92.85
17.69
28150614
34.00

2) Roy Lake Whitstrom Road Survey



CERTIFICATE OF SURVEY

LOT 15, WHITSTROM ADDITION TO NISSWA,
SECTION 15, TOWNSHIP 135 NORTH, RANGE 29 WEST,
CROW WING COUNTY, MINNESOTA

ROY LAKE

ROY LAKE

LOT 15

PUBLIC ROAD

WHITSTROM ADDITION TO NISSWA

ROY LAKE

14

13

IMPERVIOUS CALCULATIONS

IMPERVIOUS CALCULATIONS

NOTES:

LEGEND

SURVEYOR'S NOTE:

3) Whitstrom Road Plat Map Nisswa

From: **Maggie Young** <Maggie.Young@crowwing.gov>
Date: Thu, Jan 29, 2026 at 4:40 PM
Subject: Plat Map
To: laura.beeth@gmail.com <laura.beeth@gmail.com>

Hi Laura,

Attached is a copy of the plat map for Whitstrom Addition to Nisswa as is on file with the county recorders office.

I typically look for the verbiage "donate and dedicate to the public" in the declaration block to see if the plat is dedicating any platted right of ways, which I do not see in Whitstom Addition to Nisswa.

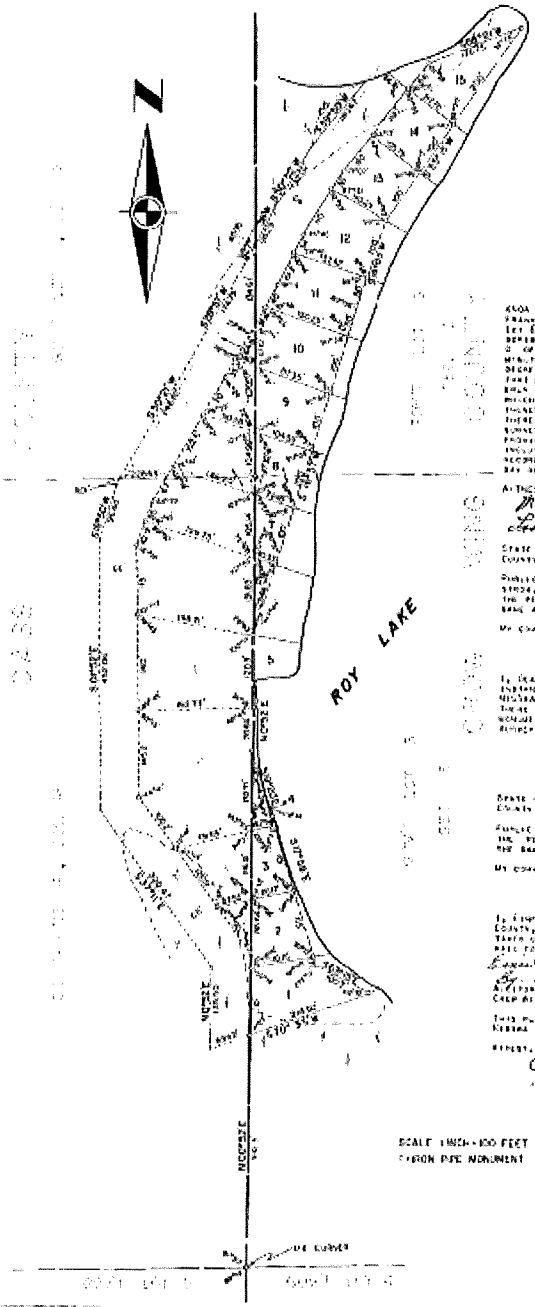
Thank you,

Maggie Young

Senior Operations Specialist

Office: (218) 824-**1010**

WHITSTROM ADDITION TO NISSWA



KNOW ALL MEN BY THESE PRESENTS: That Norman L. Swanson and Nancy J. Swanson, his wife, and Frank H. Anthony and Mildred H. Anthony, his wife, are the owners of that part of Government Lot 5, Section 15, Township 135 North, Range 29 West which is described as follows, to-wit: Beginning at the point on the West line of said Lot 5 which is 50 degrees 32 minutes East of the Northwest corner of said Lot 5; thence North 39 degrees 28 minutes East 155.51 feet; thence North 52 degrees 32 minutes East 132.02 feet; thence North 39 degrees 28 minutes East 150 feet, more or less, to the shore of Roy Lake and point of beginning of tract to be described; thence continue North 39 degrees 28 minutes East 150 feet, more or less, to the shore of Roy Lake and point of beginning of tract to be described; thence continue North 39 degrees 28 minutes East 150 feet, more or less, to the shore of Roy Lake and that part of Government Lot 5, Section 15, Township 135, North, Range 29 West which lies North and East of the following described line: Beginning at the point on the West line of said Lot 5 which is 50.51 feet South 0 degrees 32 minutes West of the Northwest corner of said Lot 5; thence North 71 degrees 55 minutes East 215.5 feet, more or less, to the shore of Roy Lake and there ending; and being desirous of platting said land into lots, blocks and the same numbered and the annexed plat thereof, make allegiance to the statutes in such cases made and provided, the name of this plat shall be "Whitstrom Addition to Nisswa". Lots 1 through 15, inclusive, extend to the meander line or the waters edge of Roy Lake, subject to reservations and restrictions of record, if any. In witness whereof they have hereunto set their hands and seals this 15 day of January, 1968.

Witnesses:
Helen Nelson
Lorna L. Sayles

Norman L. Swanson
Nancy J. Swanson
Frank H. Anthony
Mildred H. Anthony

State of Minnesota, }ss
County of Crow Wing }ss

On this 15 day of January, 1968 before me a Notary Public within and for said County, personally appeared Norman L. Swanson and Nancy J. Swanson, his wife, and Frank H. Anthony and Mildred H. Anthony, his wife, to me well known to be the persons described in and who executed the above instrument, and they severally acknowledge the same as their free act and deed.

My Commission Expires: 9-3-67

Helen Nelson
Notary Public
Crow Wing County, Minnesota

I, Dean W. Anderson, Registered Land Surveyor No. 5591, do hereby certify that I made, or the employee of the owners, made the above described survey and plat of "Whitstrom Addition to Nisswa" and that all information shown hereon is correct to the best of my knowledge and belief, that there are no bot lands or public roads, other than shown on the plat, on said land, that iron pipe monuments have been placed at the points indicated on the plat for the guidance of future surveys.

Dean W. Anderson
Registered Land Surveyor
Minnesota Reg. No. 5591

State of Minnesota }
County of Crow Wing }ss

On this 11th day of September, 1968, before me, a Notary Public within and for said County, personally appeared Dean W. Anderson, to me well known to be the person described in and who executed the foregoing certificate and he/she acknowledged that he/she executed the same as his free act and deed.

My Commission Expires: Ray F. Ruffner Feb 6, 1969

Ray F. Ruffner
Notary Public
Crow Wing County, Minnesota

I, Elmer R. Anderson, Auditor for Crow Wing County, Minnesota, do hereby certify that the taxes on the lands described hereon have been paid for the years prior to 1968.

Elmer R. Anderson, Auditor
By Delma Jenkins, Deputy
Crow Wing County, Minnesota

I, Doris M. Anderson, Treasurer for Crow Wing County, Minnesota, do hereby certify that the taxes payable in the year 1968 have been paid.

Doris M. Anderson
Treasurer
Crow Wing County, Minnesota

This plat of Whitstrom Addition to Nisswa was approved by the Council for the Village of Nisswa this 2nd day of January, 1968.

Attest:
Clara Kraemer
Village Clerk

Carroll A. Peterson
Mayor

State of Minnesota }
County of Crow Wing }ss

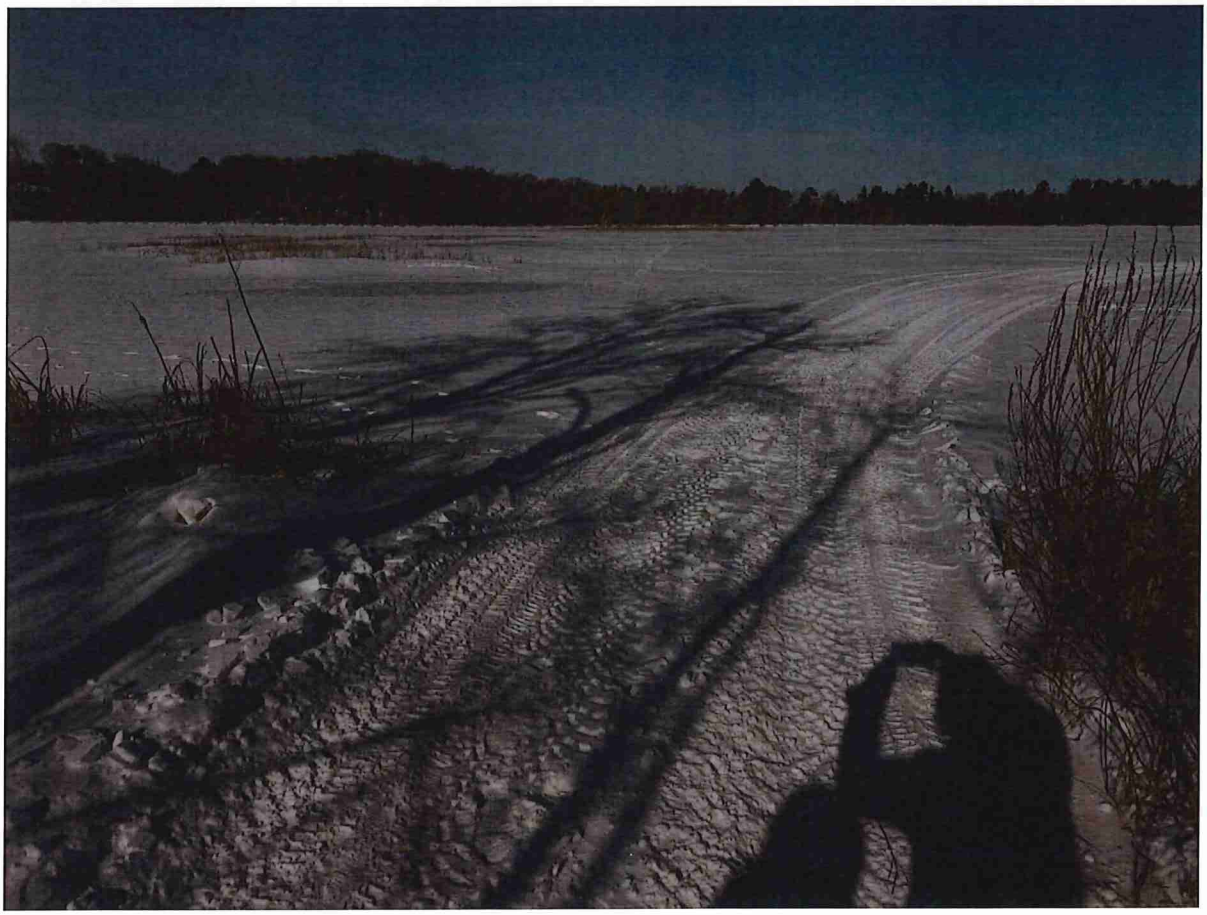
I hereby certify that I surveyed and platted the land described on the annexed plat as "Whitstrom Addition to Nisswa", that said plat is a correct representation of said survey; that all distances are correctly shown on said plat in feet and hundredths of a feet; that the monuments for the guidance of future surveys have been correctly placed in the ground as shown on said plat; that I have fully complied with the provisions of Minnesota Statutes, Section 505.02 to 505.08, inclusive, as amended.

Dated this 15th day of January, 1968.

Earl W. Jenkins
Registered Land Surveyor

4) Image of Man Made Access on Roy Lake







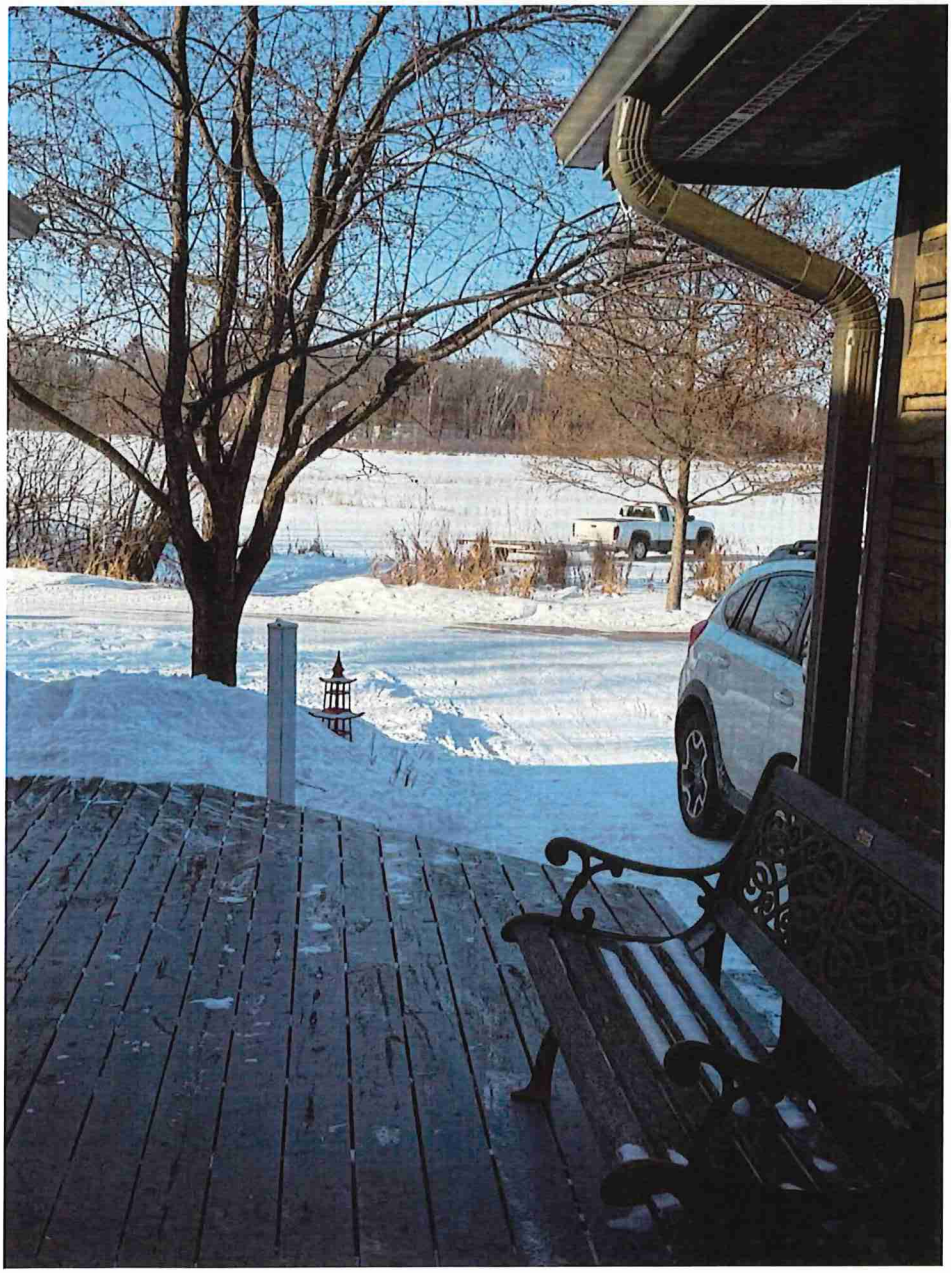
Sharing a photo of the one lane dead end road and my mailbox. The vehicle tires coming off the lake come right up to my mailbox since there is not enough room to make a right hand turn from lake onto this one lane road. My mailbox has been hit and knocked over once already. And whoever did it, did not leave name to cover repair costs.

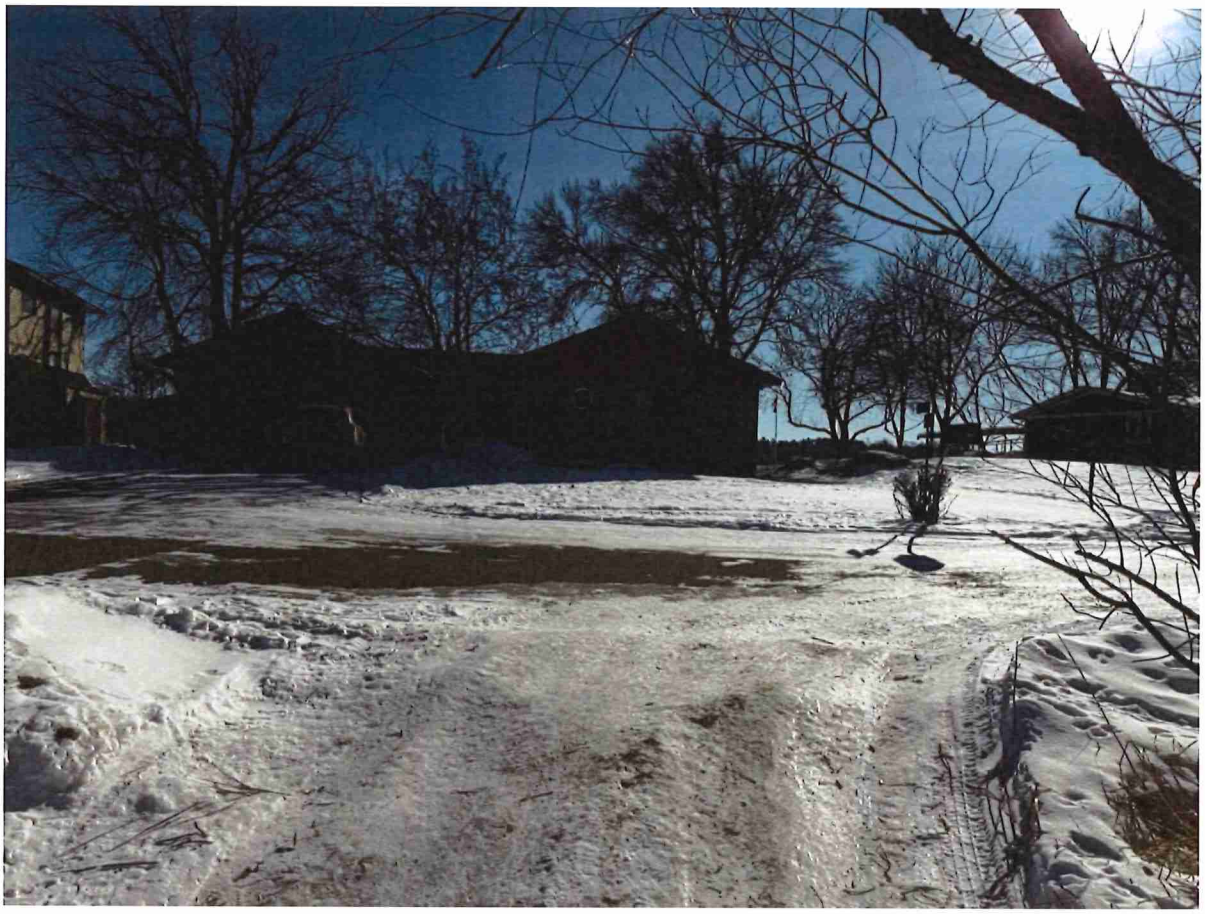


Sharing a photo of the garbage truck on the road. There is no way any vehicle could react in time if a vehicle is coming off the lake onto this one lane dead end road. The man made entrance is right in front of the garbage truck.



Sharing a photo of the view from my kitchen, the man made lake entrance lines up with my kitchen and bedroom. I also have my septic system in the front yard. I have great safety concerns for pedestrians, dogs, and authorized vehicles on this road. Vehicles come through the man made access day and night, sometimes they are driving very fast and reckless. The road is narrow one lane and a reasonable person would be viewing the road for safety, however, no one is expecting a vehicle to pop out of the man made lake access on Roy Lake.





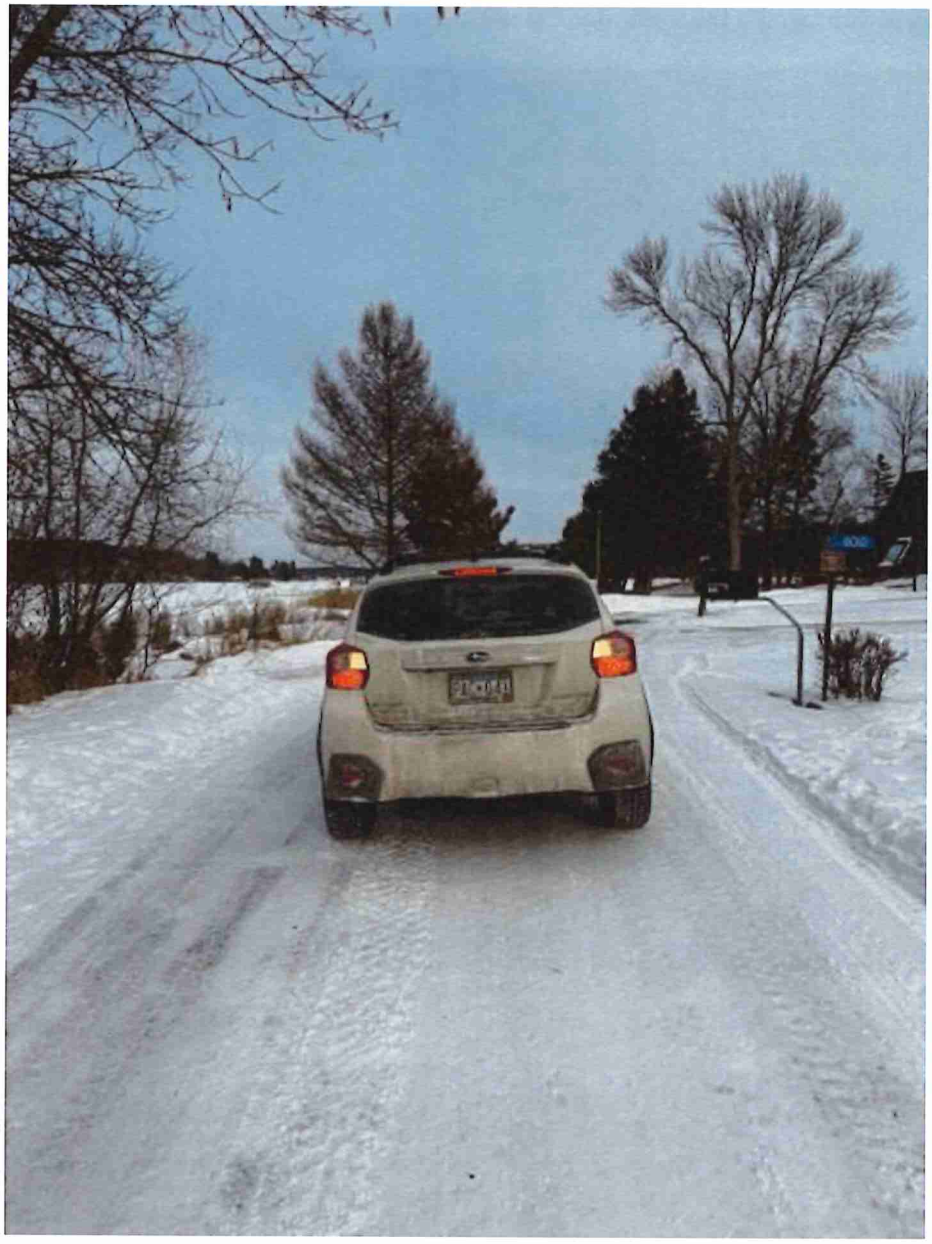
This entrance is 12 feet wide and all the trees and bushes have been cut down.





I'm attaching a few photos so you can see the traffic and the narrow width of the one way road.







Thank you for bringing this material for view at the Nisswa City Council Meeting on February 17th.

Thank you in advance for your assistance.

Mayor and City Council Members,

My name is Mike Wachholz, and I am a homeowner in Nisswa. I am submitting this written statement regarding the land use matter at 8010 Whitstrom Road.

I appreciate the opportunity to provide input on this issue. Land use decisions have lasting impacts on neighborhood character, infrastructure, environmental sustainability, and quality of life, which is why this matter is of particular importance to us.

I am concerned that the current land use has resulted in increased traffic, incompatibility with surrounding uses, environmental impact, and security concerns for our property. These impacts appear inconsistent with the city's adopted general plan and zoning objectives, particularly with respect to neighborhood compatibility and environmental stewardship.

I respectfully request that the council carefully consider these impacts and consider closing this non-official lake access.

Thank you for your time, consideration, and commitment to thoughtful land use planning. I appreciate the opportunity to participate in this process.

Thank you for your time,

Mike Wachholz

8004 Whitstrom Road

From:	Laura Beeth
To:	Maggi Wentler
Cc:	Mike Wachholz
Subject:	Fwd: 66" unidentified parcel in Whitstrom Addition to Nisswa
Date:	Wednesday, February 11, 2026 1:32:41 PM
Attachments:	Whitstrom Addition to Nisswa.pdf

Hello Maggi,
Per your mayor, can you include this additional email and summary with the city council attachments we already submitted for the council meeting.
Thank you,
Laura Beeth
Sent from my iPhone

Begin forwarded message:

From: Jennifer Carnahan <jcarnahan@cityofnisswa.gov>
Date: February 11, 2026 at 12:36:12 PM CST
To: laura.beeth@gmail.com
Subject: Fw: 66' unidentified parcel in Whitstrom Addition to Nisswa

FYI...this should be included in the packet for our concil meeting Tuesday.

Thank you!

Jennifer

Jennifer Carnahan
Mayor| City of Nisswa
E-mail: jcarnahan@cityofnisswa.gov

5442 City Hall Street |PO Box 410, Nisswa, MN 56468
Ph: 612-916-4668 Main: 218-963-4444 Fax: 218-963-3108

www.cityofnisswa.gov | [facebook.com/cityofnisswa]Facebook | [twitter.com/cityofnisswa]Twitter

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From: Maggie Young <Maggie.Young@crowwing.gov>
Sent: Wednesday, February 11, 2026 12:16 PM

To: Jennifer Carnahan <jcarnahan@cityofnisswa.gov>
Subject: 66' unidentified parcel in Whitstrom Addition to Nisswa

Hi Jennifer,

Thanks for chatting with me today about the 66 foot-wide parcel in Whitstrom Addition to Nisswa that is not identified with a Parcel number.

My preliminary research indicates that this 66 foot parcel was created by the plat and would still be owned by the developers: Robert L. Swanstrom, Frank H. Whitney & Mildred H. Whitney. It looks to me like Nancy J. Swanstrom deeded her interest over to Robert after their divorce. However, I am not a licensed abstractor nor title company and therefore my research is not conclusive nor certified as correct; please see the disclaimer below.

When a plat is recorded at the county, our staff reads the plat dedication to determine if roads/streets/alleys/parks/etc are being donated and dedicated to the public as city right-of-ways. That verbiage is typically "hereby donate and dedicate the streets and roads as shown on the plat to the public for public use forever". The recorded plat of Whitstom Addition to Nisswa does not have such verbiage in the declaration (attached), which would leave the 66 foot parcel shown on the plat in the developers name. I am not well enough versed in title standards to know if any other common practices or state statues might apply here.

When information like this comes to light in other unidentified parcels in the county, I review it with our team here at Land Services and we make a determination on if a parcel number should be assigned to that un-identified parcel and begin generating tax statements.

I would be happy to answer any additional questions you have, if any. Please feel free to reach out to me at 218-454-7472.

Thank you,

Maggie Young
Senior Operations Specialist
Office: (218) 824-1010
Direct: (218) 454-7472
www.crowwing.gov

Land Services
322 Laurel Street Suite 15
Brainerd, MN 56401

Excellent customer service is our top priority. Please let me know if I was helpful!
Customer Service Survey

Our Vision: Being Minnesota's favorite place.
Our Mission: Serve well. Deliver value. Drive results.
Our Values: Be responsible. Treat people right. Build a better future.

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Search our land records with a credit card from the convenience of your home or office.
For more information visit https://crowwingcountymn-web.tylerhost.net/web/

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CITY OF NISSWA

G2

To: Nisswa City Council

Prepared by: Amber Moon Peterson

Date: March 17, 2026

Item: Gull Lake Trail Phase 4B – Nisswa Lake Park Restroom

Action Requested: Award Pratt's Affordable Excavation the contract for the City of Nisswa Gull Lake Trail Phase 4B Restroom project

Background: At the January Council meeting, plans for the additions at Nisswa Lake Park were approved. Widseth facilitated soliciting quotes which were opened March 2, 2026. Three quotes were received and Pratt's Affordable Excavation was the lowest proposal.

Budget Impact: $149,503; eligible for reimbursement by grant funding

Attachments:

Notice of Award

WIDSETH

March 4, 2026

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

Ms. Maggi Wentler, Interim City Administrator
City of Nisswa
5442 City Hall Street
Nisswa, MN 56468

RE: City of Nisswa Gull Lake Trail Phase 4B Restroom
Letter of Recommendation for Bid Award
WSN No. 2025-11173

Dear Ms. Wentler:

Pursuant to authority of the City Council, quotes for the above-referenced project were obtained at 10:00 A.M., in the Nisswa City Hall, Nisswa, Minnesota, on March 2, 2026.

The following lump sum quote proposals were received:

Quoter	Quote Amount
Pratt's Affordable Excavating, Inc. of Merrifield, MN	$149,503.00
Anderson Brothers Construction Co. of Brainerd, LLC, of Brainerd, MN	$210,000.00
Nor-Son Construction, LLC, of Baxter, MN	$273,900.00

The Engineering Estimate of the construction cost was $165,400.00. The Quotes were conforming to the plans, specifications.

We recommend the contract be awarded to Pratt's Affordable Excavation, of Merrifield, Minnesota, the lowest responsible quoter, based on the lump sum quotes on the quotation proposal. The Notice of Award is attached

Sincerely,

WIDSETH SMITH NOLTING

William Westerberg, P.E.
Civil Engineer

Enclosure

NOTICE OF AWARD

Date of Issuance: **March 17, 2026**

Owner: **City of Nisswa** Owner's Project No.: N/A

Engineer: **Widseth Smith Nolting & Associates Inc.** Engineer's Project No.: **2025-11173**

Project: **Nisswa Gull Lake Trail – Phase 4B Nisswa Lake Park Restroom Facility**

Contract Name: **Nisswa Gull Lake Trail – Phase 4B Nisswa Lake Park Restroom Facility**

Quoter: **Pratt's Affordable Excavating, Inc.**

Quoter's Address: **23069 Swan Lane, Merrifield, MN 56465**

You are notified that Owner has accepted your Quote dated **March 2, 2026**, for the above Contract, and that you are the Successful Quoter and are awarded a Contract for:

Nisswa Gull Lake Trail – Phase 4B Nisswa Lake Park Restroom Facility

The Contract Price of the awarded Contract is **$149,503.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Attend the Pre-Construction Conference scheduled by the Engineer.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Nisswa**

By *(signature)*: _____

Name *(printed)*: **Maggi Wentler**

Title: **Interim City Administrator**

Copy: **William K. Westerberg**, Engineer

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CITY OF NISSWA

To: Nisswa City Council

Prepared by: Amber Moon Peterson

Date: March 17, 2026

Item: Nisswa City Park Playground

Action Requested: Approve the resolution regarding the 2026 Nisswa City Park playground grant application for the DNR outdoor recreation grant program.

Background: At the December City Council meeting, council authorized transferring $500,000 to the Parks Department with the intent of beginning improvements at Nisswa City Park. The top priority is the playground replacement. In an effort to maximize those funds, staff are seeking authorization to apply for the DNR outdoor recreation grant program.

The 2026 grant has a 50% matching requirement up to $500,000 for a total project cost of up to $1,000,000. The grant also requires facilities in the park to be ADA accessible and accessible pathways must be a minimum of five feet wide, firm and stable.

To further describe the scope of work for this project as well as provide some of the required grant documents, several attachments are included with the resolution. If the project is awarded grant funds, a contract would need to be finalized with the DNR before work can begin.

Budget Impact: Total project cost is still being refined. Staff would appreciate feedback from City Council regarding the draft budget.

Attachments:

- Resolution
- Certification not suspended or debarred
- Certification of no conviction of felony financial crime
- Draft Maps
- Draft Site Plans
- Draft Timeline
- Draft Budget

CITY OF NISSWA
CROW WING COUNTY
STATE OF MINNESOTA
RESOLUTION NO. 26 -____

RESOLUTION REGARDING 2026 NISSWA CITY PARK PLAYGROUND GRANT APPLICATION FOR THE OUTDOOR RECREATION GRANT PROGRAM

BE IT RESOLVED that the City of Nisswa act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on the 30th day of March, 2026 and that the Nisswa Parks and Recreation Director is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Nisswa.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that the City of Nisswa has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Nisswa has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of Nisswa has or will acquire fee title or permanent easement over all the land described in the boundary map or recreational site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of Nisswa may enter into an agreement with the State for the above-referenced project, and that the City of Nisswa certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that Nisswa City Council is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Nisswa on the 17th day of March, 2026.

SIGNED:

_____
(Signature)

Mayor
(Title) (Date)

WITNESSED:

_____
(Signature)

Interim City Administrator
(Title) (Date)

MINNESOTA

CERTIFICATION: NOT SUSPENDED OR DEBARRED BY THE STATE OF MINNESOTA OR THE FEDERAL GOVERNMENT

Grant applicant must certify to this condition required under this Grant Request for Proposal

INSTRUCTIONS: Sign below to finalize response and submit this document as part of the response to the RFP.

Office of Grants Management (OGM) Policy 08-04: *Grant Contract Agreements and Grant Award Notifications* requires that agencies must not award a grant to a vendor or grantee that has been suspended or debarred from doing business with the State of Minnesota or with the federal government.

By signing here, I warrant that my organization has not been suspended or debarred from doing business with the State of Minnesota or with the federal government.
I certify that this information is true, correct, and reliable.

The submission of inaccurate or misleading information may be grounds for disqualification from the grant contract agreement award and may subject me and my organization to suspension or debarment proceedings, as well as other remedies available to the State, by law.

Print Name Signature Title Date

MINNESOTA

CONVICTION OF FELONY FINANCIAL CRIME BY A PRINCIPAL

Grant applicant must certify to this condition required under this Grant Request for Proposal.

INSTRUCTIONS: Sign below to finalize response and submit this document as part of the response to the RFP. Upload or attach an organizational chart or list of principals that you are certifying for below.

Minnesota Statutes 16B.981 Subd. 2 (6) requires that no current principals of a grantee have been convicted of a felony financial crime in the last 10 years. A principal is defined as a public official, a board member, or staff (paid or volunteer) with the authority to access funds provided by this grant opportunity or to determine how those funds are used.

By signing here, I warrant that no current principal of my organization has been convicted of a felony financial crime in the last 10 years.

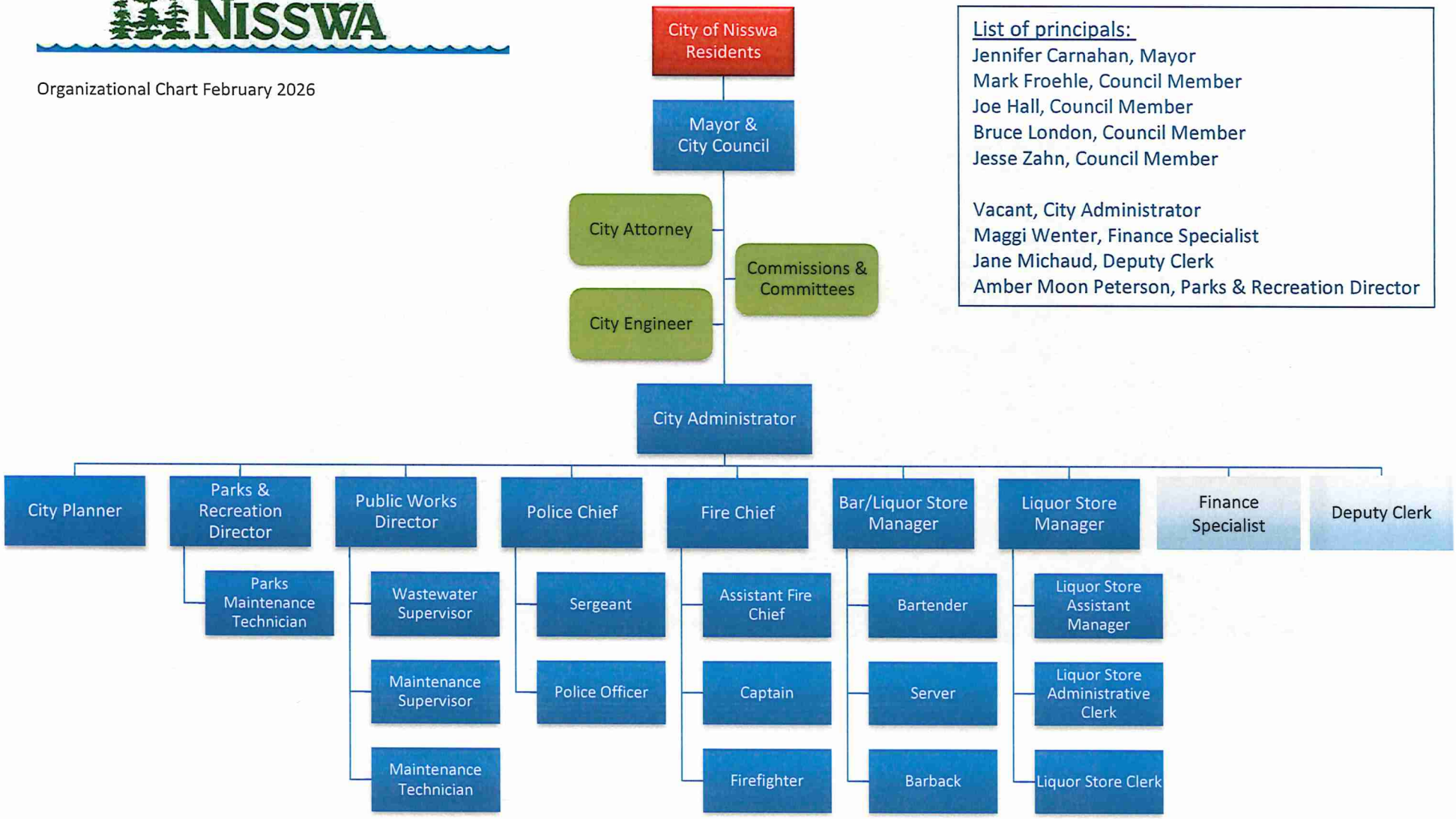
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Print Name Signature Title Date

CITY OF NISSWA

Organizational Chart February 2026



List of principals:

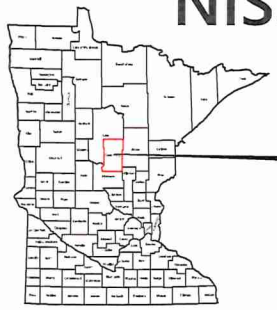
Jennifer Carnahan, Mayor
Mark Froehle, Council Member
Joe Hall, Council Member
Bruce London, Council Member
Jesse Zahn, Council Member

Vacant, City Administrator
Maggi Wenter, Finance Specialist
Jane Michaud, Deputy Clerk
Amber Moon Peterson, Parks & Recreation Director

DRAFT

NISSWA PARK PLAYGROUND GRANT PROPOSAL

NISSWA, MINNESOTA
FEBRUARY, 2026



PROJECT LOCATION
NISSWA PARK
25628 MAIN STREET
NISSWA, MN, 56468 CROW WING COUNTY



THIS PLAN PLAN CONTAINS COLOR GRAPHICS. BLACK AND WHITE PRINTS ARE NOT OFFICIAL SIGNED DOCUMENTS.

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

DRAWN BY: JM
CHECKED BY:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

LIC. NO.: DATE:

DATE	#/V.#	REVISIONS DESCRIPTION

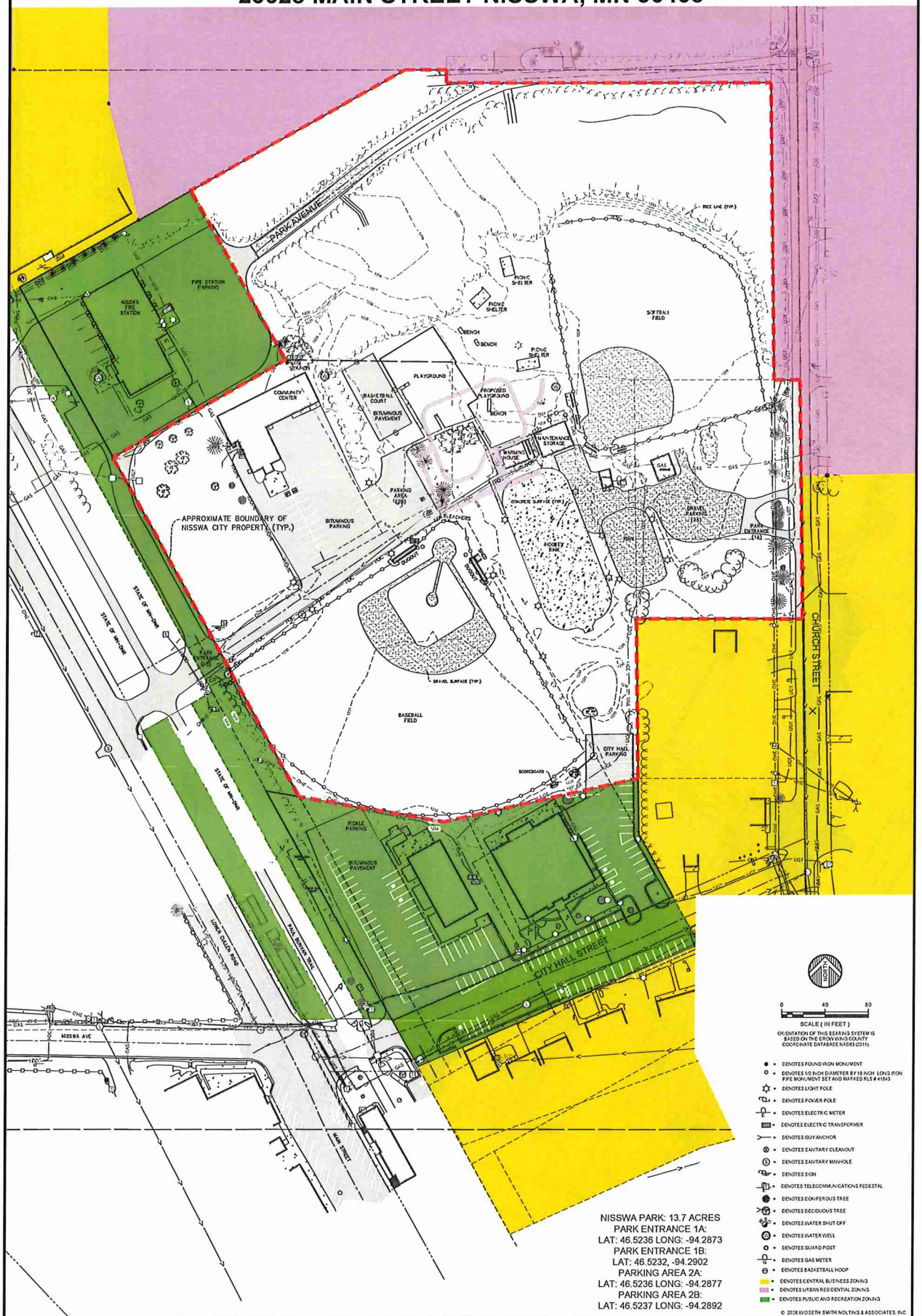
NISSWA PARK PLAYGROUND GRANT APPLICATION
TITLE SHEET

C1.00
PROJECT #: 2024-10970

© 2026 WIDSETH FILE W:\PROJECTS\CITY OF NISSWA-33092-2024-11544\CADD\SURVEY\2-20-2026-C-TS-2024-11544.DWG PLOTTED BY: JAKE MEYER February 23, 2026

NISSWA PARK BOUNDARY MAP
25628 MAIN STREET NISSWA, MN 56468

DRAFT



NISSWA PARK: 13.7 ACRES
PARK ENTRANCE 1A:
LAT: 46.5236 LONG: -94.2873
PARK ENTRANCE 1B:
LAT: 46.5232, -94.2902
PARKING AREA 2A:
LAT: 46.5236 LONG: -94.2877
PARKING AREA 2B:
LAT: 46.5237 LONG: -94.2892

NORTH

0 40 80

SCALE (IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CROW WING COUNTY COORDINATE DATABASE NAD83 (2011)

- DENOTES FOUND IRON MONUMENT
- DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON PIPE MONUMENT SET AND MARKED RLS # 41543
- DENOTES LIGHT POLE
- DENOTES POWER POLE
- DENOTES ELECTRIC METER
- DENOTES ELECTRIC TRANSFORMER
- DENOTES GUY ANCHOR
- DENOTES SANITARY CLEANOUT
- DENOTES SANITARY MANHOLE
- DENOTES SIGN
- DENOTES TELECOMMUNICATIONS PEDESTAL
- DENOTES CONIFEROUS TREE
- DENOTES DECIDUOUS TREE
- DENOTES WATER SHUT OFF
- DENOTES WATER WELL
- DENOTES GUARD POST
- DENOTES GAS METER
- DENOTES BASKETBALL HOOP
- DENOTES CENTRAL BUSINESS ZONING
- DENOTES URBAN RESIDENTIAL ZONING
- DENOTES PUBLIC AND RECREATION ZONING

© 2026 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

DATE:	FEBRUARY, 2026
SCALE:	AS SHOWN
DRAWN BY:	JM
CHECKED BY:	
FILE NUMBER:	2024-11544

DATE	AMENDMENTS	BY

PREPARED FOR: CITY OF NISSWA

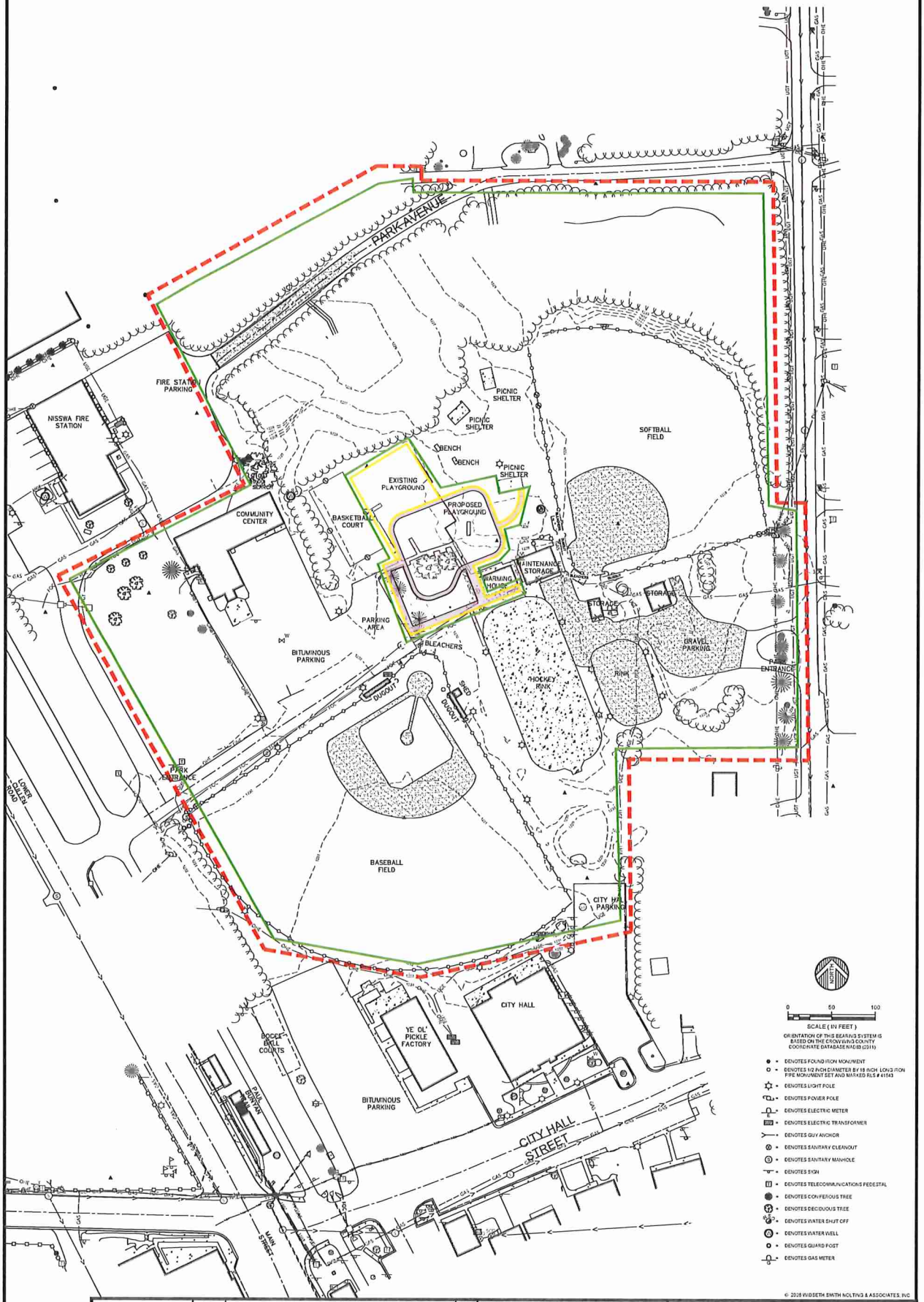
I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: LIC. NO.

WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

RECREATION SITE PLAN NISSWA PARK DRAFT

25628 MAIN STREET NISSWA, MN 56468



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DATE:		DATE	AMENDMENTS
SCALE:	AS SHOWN		
DRAWN BY:			
CHECKED BY:			
FILE NUMBER	2024-11544		

PREPARED FOR: CITY OF NISSWA

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: February 20, 2026

WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

DRAFT


landscape structures
Nisswa City Park 02-26-26
1194328-02-01-01 - 03.06.2026
flagship
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DRAFT

3/9/2026

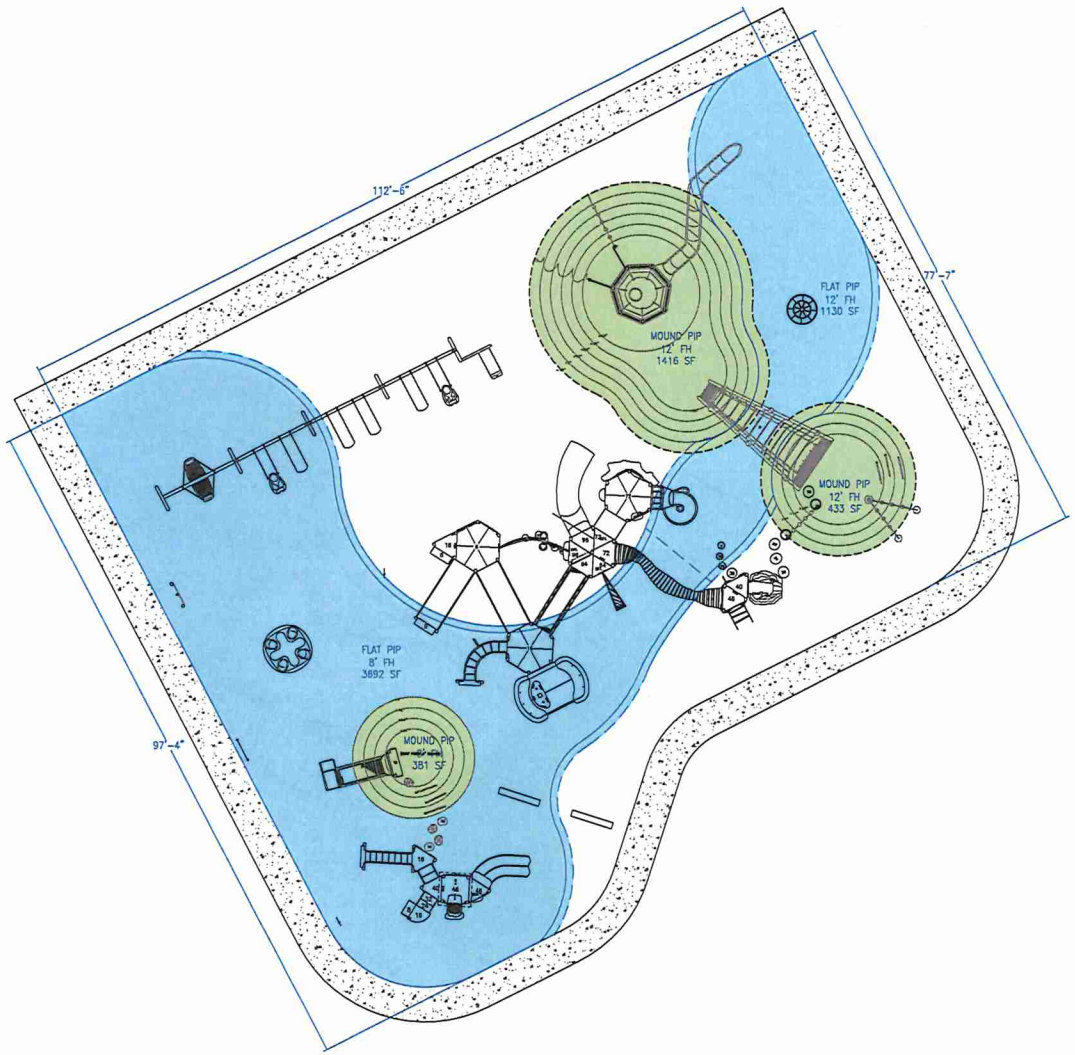
City of Nisswa
5442 City Hall St PO Box 410
Nisswa, MN 56468
Amber Moon Peterson, Dir

Labor Rate: → Prevailing

PRELIMINARY BUDGET - THIS IS AN ESTIMATE & NOT A FORMAL QUOTE

	QTY	Preliminary Budget	Possible Additions	Possible Reductions	Notes
Play Equipment					
Nisswa Inclusive Destination Playground 022626-JLZT MAR 09 2026		279,580.00			2026 List Price
State Contract #218091	8%	(22,366.40)			(6% discount under $80,000 & 8% discount $80,000 & above)
Custom Equipment - Play Equip in Landforms, etc.		151,345.00			2026 List Price
State Contract #218091	5%	(7,567.25)			(5% discount on all custom)
Sales Tax - if applicable		0.00			ST3 Certificate of Exemption must be provided by owner.
Playground Freight (Ships from Delano, MN)	1	3,600.00			Invoiced "At Cost" No Markup per State of MN Contract
Mobilization	1	750.00			Mobilization of Installation Crew to Job Site (Trailer Skid Steer Augur, Tools, Mixer, Etc.)
Disposal	1	1,500.00		(1,500.00)	Disposal of packaging material - **Deduct if Provided by Owner/Volunteers**
Per Diem (Lodging/Meals for Install Crew - Only Actuals Invoiced)	1	3,375.00			At Cost - Hotel Receipts Available Upon Request - Estimated
Site work - None - By General Contractor					
Demo of Existing Equipment & Excavation (existing container)	0	0.00			Removal of Existing Equip & Excavation of Surfacing - **Deduct if Provided by Owner/Volunteers**
Playground Installation (Labor & Concrete for Footings)	1	74,864.73			Full professional installation by Landscape Structures Certified Installers. **Prevailing Wages**
Concrete Flatwork /Playground Border - By General Contractor					
Thickened Edge (LF)	0	0.00			Thickened edge used when installing a sidewalk that serves as Playground Border.
Subgrade Prep & Engineered Wood Fiber Surfacing (EWF)					
Drainage Aggregate - Pea Rock or Concrete Sand (Tons)	50	7,459.06			3" depth - Recommended with EWF installations - *Installed AFTER Playground* - **Possible Deduct if by Owner/Volunteers**
Geotextile Fabric (Sq. Ft.)	3,824	1,912.00			Materials & Install Unless Noted - *Installed AFTER Drainage Agg & Tile* - **Possible Deduct if by Owner/Volunteers**
EWF - Playground Safety Surfacing (CY)	166	7,470.93			IPEMA Certified Meets ASTM, ADA & CPSC - *Installed AFTER Fabric* - **Requote if Bulk Delivered & Install by Owner/Volunteers**
EWF Freight		1,535.00			
Subgrade Prep & Poured In Place (PIP) or Turf Surfacing					
Compacted Aggregate Base (Recycled Concrete or Class 5) (Tons)	567	45,406.67			Class 5 Agg w/ Fines or Recycled Concrete, Material & Install 4" - 6" Compacted **Required for PIP & Turf Installations**
Concrete Base / mound or sloped surface (2" skim coat)	2,230	30,030.67			Concrete Skim Coating Req'd for PIP/Turf Subbase on Surfaces that are not Flat.
Drainage Allowance (Estimated - Owner to Provide Final Drainage Plan)	1	9,696.00			Wrapped w/ Clear Agg - Drain Stubs Req'd Inside Container. **Improper Drainage Will Cause PIP to Fail and is NOT Warrantied.**
Poured In Place Rubber Surfacing (Sq. Ft.)	7,052	160,691.00			50/50 mix of Standard Colors/Black Speckled (Designs & Premium Colors Extra)
Chain Link Construction Fence (8' x 8' Panels)	0	0.00			Temporary Construction Fence, Locked Gate, Traffic Control - Cones, Signage, etc. **Not Included - By Owner/General Contractor**
Site Monitoring/Security	0	0.00			24 Hr Site Security req'd during Installation & Cure Time. Cure Times vary with weather and thickness. Defects or damage due to trespass before sufficient cure time will not be covered by warranty. **Flagship Rec not licensed for Security Services.**
Site Restoration (Sq.Ft.)	0	0.00			None: No Grass Seed, Straw Blanket, etc. Needed. Playground is fully enclosed w/ Thickened Edge Sidewalk/Concrete Border
		Preliminary Total	Additions Total	Reductions Total	Total w/ Additions & Reductions
		749,282.40	0.00	(1,500.00)	747,782.40

DRAFT



POURED-IN-PLACE DETAILS	
TOTAL AREA	9424 SF
PIP BY CRITICAL FALL HEIGHTS	SQ FT
MOUND | 8' CFH	381
FLAT | 8' CFH	3692
MOUND | 12' CFH	1849
FLAT | 12' CFH	1130
TOTAL PIP	7052
PIP BY COLOR	
50% COLOR 1 / 50% BLACK	2230
50% COLOR 2 / 50% BLACK	4822
TOTAL PIP	7052

flagship recreation

FLAGSHIP RECREATION
11123 UPPER 33RD ST N
LAKE ELMO, MN 55082
763-550-7860
FLAGSHIPPLAY.COM

landscape structures

THIS PLAY AREA AND PLAY EQUIPMENT IS DESIGNED FOR AGE RANGES AS NOTED ON PLAN.

THIS DESIGN CONFORMS TO THE ADA ACCESSIBLITY GUIDELINES (ADAAG), ASSUMING THAT THE ENTIRE USE ZONE IS COVERED WITH AN ACCESSIBLE PROTECTIVE SURFACING, UNLESS OTHERWISE NOTED ON THE PLAN.

NISSWA CITY PARK
1194328-02-01

SAFETY SURFACING HOLD DOWNS & DESIGN

25628 Main St, Nisswa, MN 56468

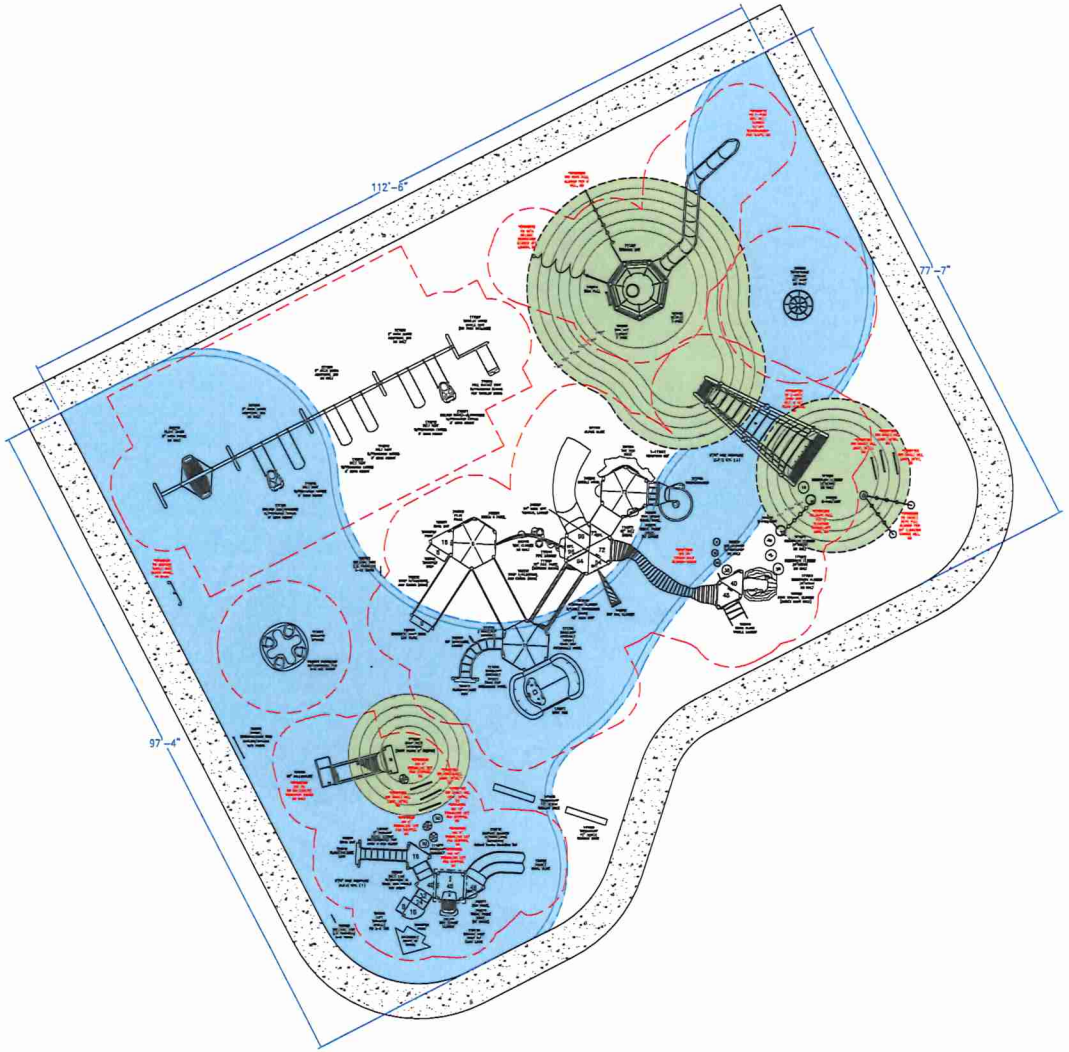
SALES REPRESENTATIVE:
Stacy Strand

DESIGNED BY:
JLZT
3/9/26

1/8" = 1'-0"

SHEET
LG101

DRAFT



CONTAINER DETAILS

TOTAL CONTAINER AREA	9521 SF
ASTM SAFETY SURFACING TYPE	POURED-IN-PLACE & EWF
TOTAL PIP AREA	7052 SF
TOTAL EWF AREA	3845 SF
TOTAL PERIMETER	394 LF
EDGING TYPE	CONCRETE WALK, BY OWNER
FINISH GRADE	TOP OF CONCRETE WALK
MAX FALL HEIGHT (5-12 YR)	144"
MAX FALL HEIGHT (2-5 YR)	60"

*SITE PREPARATION REQUIREMENTS:

- Owner to provide a minimum 6' wide approved site access path to container and protection of this access route.
- Playground plan is based on ideal soil conditions. If there are concerns about the soils being suitable, it is recommended that the owner provide a geotechnical report of the site.
- Maximum of 1% grade change across the container.
- Owner installed drain tile to be within 4' of container perimeter.
- Drain tile by Flagship Recreation accounts for water within the container and does not account for run off from the surrounding flatwork, landscaping, buildings, etc.
- If owner installed border, drain tile stub to be provided.
- Owner to provide an accessible route to container.
- Minimum container size needed denotes the inside of the curb dimension.
- Play containers must be clear of all utility lines prior to equipment installation to avoid damage when installing equipment footers.

2-5 AREA

TOTAL ELEVATED PLAY COMPONENTS	5	
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	5	REQUIRED 3
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	2	REQUIRED 2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	6	REQUIRED 5

5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	19	
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	3	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	10	REQUIRED 10
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	17	REQUIRED 3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	10	REQUIRED 10

flagship recreation

FLAGSHIP RECREATION
11123 UPPER 33RD ST N
LAKE ELMO, MN 55082
763-550-7860
FLAGSHIPPLAY.COM

landscape structures

THIS PLAY AREA AND PLAY EQUIPMENT IS DESIGNED FOR AGE RANGES AS NOTED ON PLAN.

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NISSWA CITY PARK
1194328-02-01

25628 Main St, Nisswa, MN 56468

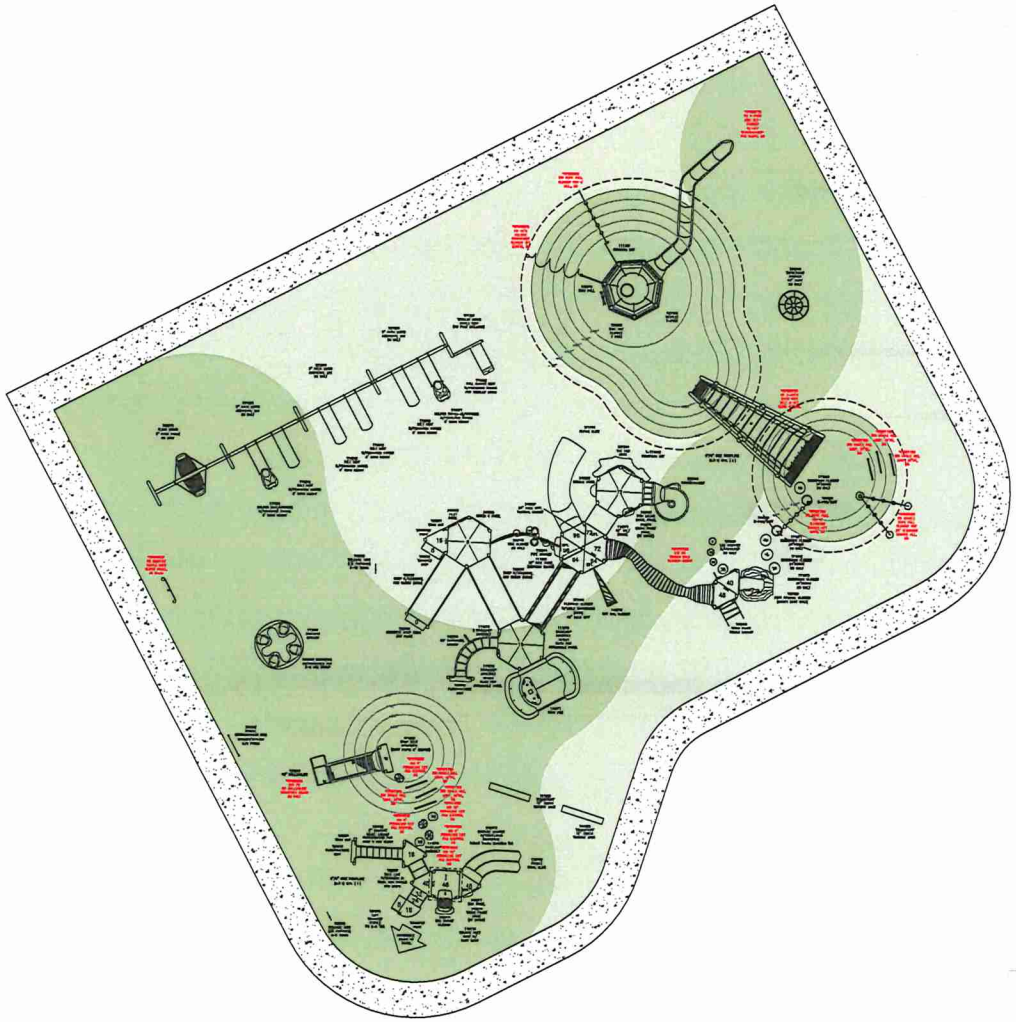
SALES REPRESENTATIVE:
Stacy Strand

DESIGNED BY:
JLZT
3/9/26

1/8" = 1'-0"

SHEET
LS101

DRAFT



QTY	ITEM #	COMPONENT	FALL HEIGHT
1	111226A	Square Tenderdeck	ON PLAN
2	111231A	Triangular Tenderdeck	ON PLAN
6	111231A	Triangular Tenderdeck	ON PLAN
1	111357A	Chinning Bar Alum DB	76"
1	114373A	Belt Bridge (42")	72"
1	116244A	Pipe Barrier Above Deck	N/A
1	119646A	Tri-Deck Extension	ON PLAN
3	119646A	Tri-Deck Extension	ON PLAN
1	120325A	Ramp Berm Ext Plate Concrete Wall	0"
1	120818A	Playstructure Seat	16"
1	120818A	Playstructure Seat	16"
1	123333A	Rollerslide 40"Dk DB	40"
1	130798A	Double Swirl Slide 48"Dk DB	48"
1	130873A	Ring Pull	67"
1	139782A	2"Horizontal Ladder 4-5 Years	60"
1	142890A	2"90° Horizontal Ladder DB	79"
1	146812A	Sky Rail Climber 64"Dk DB	64"
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps	40"
2	156232A	Ramp w/Guardrails w/Curbs Meets ASTM	8" / 16"
1	160420A	The Peak Rock Climber DB Only	40"
2	166809A	E-Pod Seat	16"
1	169318C	Wood Plank Wiggle Ladder 48"Deck w/Recycled Wood-Grain Handholds DB	48"
1	169320B	Log Stepper 40" Deck w/2 Recycled Wood-Grain Handholds 1 Handloop DB Only Left Handhold	40"
3	178710A	Hexagon Tenderdeck	ON PLAN
1	184354B	Curved Transfer Module Left 2-5yrs 40"Dk DB	40"
1	185852A	Transfer Step w/2 Handloops DB	16"
1	193168A	Netplex 7-Post No Roof Steel Posts and DB Only	144"
1	207584A	The Den Rock	72"
1	218172A	DigiFuse Banner Panel w/Medallions Above Deck	N/A
1	222708A	WhooshWinder Slide 72"Dk DB	72"
1	271761B	Alpine Slide 96" Deck DB	96"
1	302748A	Vine Climber 8"Dk to 96"Dk DB Only	96"
1	345276A	Storefront Panel	0"
1	345276A	Storefront Panel	0"
1	345277A	Zoo Panel Above Deck	N/A
1	345282A	Bubble Panel Above Deck	N/A
1	345285A	Rain Sound Wheel Panel Above Deck	N/A
1	345290A	Pilot Panel Above Deck	N/A
1	345293A	Match 4 Panel Above Deck	N/A
1	345307A	Vertical Ladder - Panel 24"	24"
1	345314A	Mini Summit Climber 48"Dk DB	48"
1	373141B	FlexxWay Climber w/Perm Handholds w/Cable Surrounds	64"
1	138871A	Sway Fun Wheelchair Glider 16"Height	16"
2	141683C	72" TenderTuff Bench w/o Back DB	N/A
1	171569A	Mushroom Stepper 10"Height DB Only	10"
1	171571A	Mushroom Stepper 20"Height DB Only	20"
1	171572A	Mushroom Stepper 24"Height DB Only	24"
1	171573A	Mushroom Stepper 30"Height DB Only	30"
1	173591A	OmniSpin Spinner Surface Mount	18"
4	174018A	Belt Seat ProGuard Chains for 8' Beam Height	96"
1	176038G	Full Bucket Seat ProGuard Chains for Toddler Swing	96"
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains for 8' Beam Height	96"
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury	N/A
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	N/A
1	205800A	TopsyTurvy Spinner 42"Bury DB Only	18"
1	218671C	Molded Bucket Seat (2-5 yrs) w/Harness ProGuard Chains for 8' Beam Height	96"
1	352215A	Flexx Swing w/5" Arch Frame DB Only	96"
1	355992A	Symbol Communication Sign English-English w/2 Post DB	N/A
3	CP001153	SINGLE HILL LOOP, 36"OC DB	0"
3	CP001153	SINGLE HILL LOOP, 36"OC DB .	0"
1	CP006006	ROPE PULL CLIMBER FOR 4" HILL. DB Approximately 8" long in plan. Includes clamps and 5 roto knots.	0"
2	CP014565	10" PERMALENE LILY PAD STEPPER DB .	10"
3	CP015639	8" PERMALENE LILY PAD STEPPER DB .	8"
1	CP017598A-001	DTR PB Ribbon Walk Climber DB - Cedar	72"
1	CP022366A-001	DTR PB RH Transition Bench for RollerSlide Exit	16"
1	CP028729	2-ARCH EVOS™ WITH BELT & NET CLIMB ACROSS DB Between 2 berms at approx. 3" and 2" per 2D. Mink and	96"
1	CP029710	7-POST DISC NCT™ CLIMBER W/12FT SLIDEWINDER2® FOR SLOPE DB Slidewinder configuration: ENT, STR, LH,	144"
1	CP031304	ROPE PULL FOR 2" ELEVATION CHANGE-6FT LONG DB Approximately 6" in plan. Includes 4 roto knots, tw	0"
1	CP035350	DOUBLE ROPE PULL CLIMBER FOR 24" ELEVATION CHANGE HILL DB each rope pull approximately 6ft long in p	0"
1	CP048375	48"H HILLSIDE CORKSCREW CLIMBER 8FT LENGTH DB 8" OC. For approx 4" elevation change. Includes 1	0"
1	CP048437	DIGIFUSE TURTLE RACE SLIDER PANEL At Grade 4 sliders w/permalene backer.	0"

ENGINEERED WOOD FIBER
12" COMPACTED DEPTH

POURED-IN-PLACE
3.5" – 5.5" VARYING DEPTH

2–5 AREA

TOTAL ELEVATED PLAY COMPONENTS 5		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	5	REQUIRED 3
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	2	REQUIRED 2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	6	REQUIRED 5

5–12 AREA

TOTAL ELEVATED PLAY COMPONENTS 19		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	3	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	10	REQUIRED 10
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	17	REQUIRED 3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	10	REQUIRED 10

flagship recreation

FLAGSHIP RECREATION
11123 UPPER 33RD ST N
LAKE ELMO, MN 55082
763-550-7860
FLAGSHIPPLAY.COM

landscape structures

THIS PLAY AREA AND PLAY EQUIPMENT IS DESIGNED FOR AGE RANGES AS NOTED ON PLAN.

THIS DESIGN CONFORMS TO THE ADA ACCESSIBILITY GUIDELINES (ADAAG), ASSUMING THAT THE ENTIRE USE ZONE IS COVERED WITH AN ACCESSIBLE PROTECTIVE SURFACING, UNLESS OTHERWISE NOTED ON THE PLAN.

NISSWA CITY PARK
1194328-02-01

25628 Main St, Nisswa, MN 56468

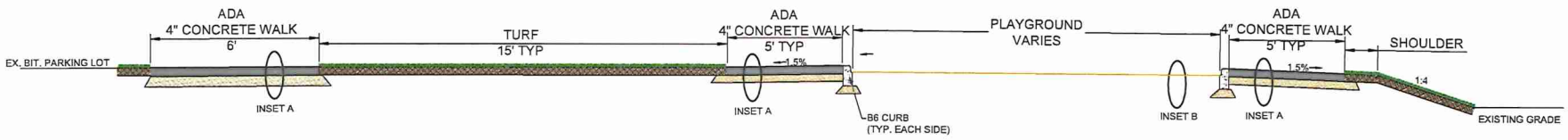
SALES REPRESENTATIVE:
Stacy Strand

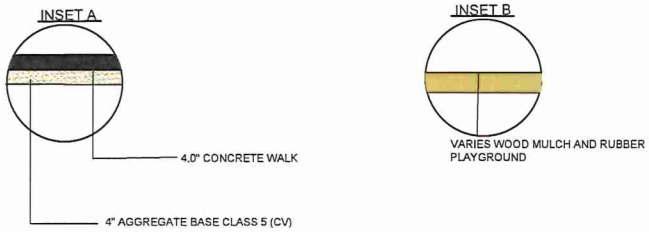
DESIGNED BY:
JLZT
3/9/26

1/8" = 1'-0"

SHEET
LS101-DNR

DRAFT





PROPOSED PLAYGROUND SECTION
NISSWA PARK

SHEET NO. 2	NISSWA PLAYGROUND SECTION CITY OF NISSWA NISSWA, MINNESOTA PROPOSED SECTION	DATE: FEBRUARY, 2026 SCALE: AS SHOWN DRAWN BY: JM CHECKED BY: WW JOB NUMBER: 2024-11544	DATE	REV#	REVISIONS DESCRIPTION	BY	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. DATE: 2026/2026 LIC. NO.

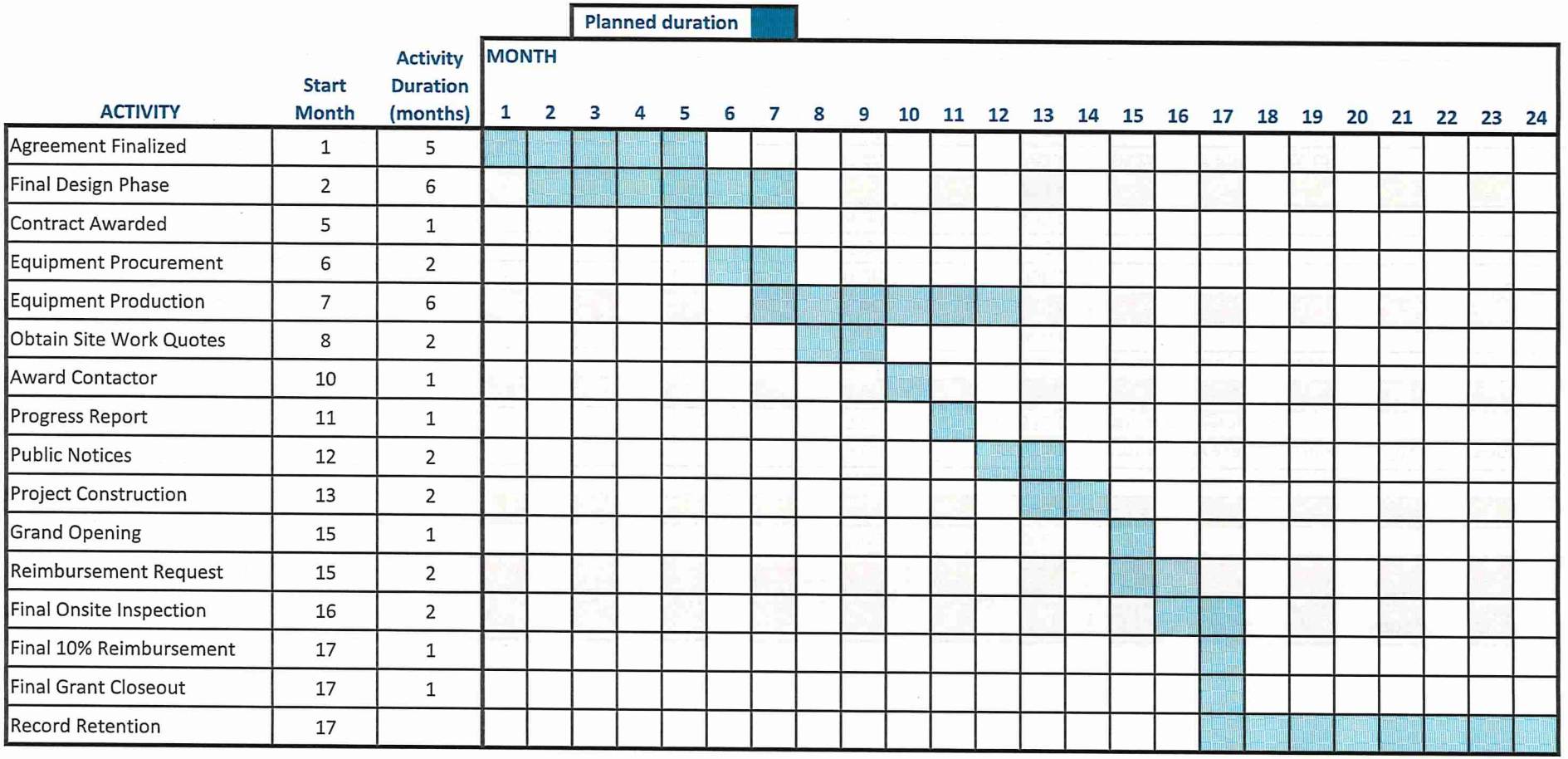
WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

W:\Projects\City of Nisswa-3266\2024-11544\CADD\Survey\C-17-2026-JM-C-TYPSEC-2024-11544.dwg Plotted by: Jake Meyer 2/26/2026 2:07:15 PM © 2026 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

DRAFT

Project Timeline Outdoor Recreation MN Grant Application City of Nisswa, Nisswa City Park Playground

Applicant name: City of Nisswa
Project: Nisswa City Park Playground
County: Crow Wing County



ACTIVITY	Start Month	Activity Duration (months)
Agreement Finalized	1	5
Final Design Phase	2	6
Contract Awarded	5	1
Equipment Procurement	6	2
Equipment Production	7	6
Obtain Site Work Quotes	8	2
Award Contactor	10	1
Progress Report	11	1
Public Notices	12	2
Project Construction	13	2
Grand Opening	15	1
Reimbursement Request	15	2
Final Onsite Inspection	16	2
Final 10% Reimbursement	17	1
Final Grant Closeout	17	1
Record Retention	17	

DRAFT

Budget for Outdoor Recreation MN Grant Application City of Nisswa, Nisswa City Park Playground

Applicant name: City of Nisswa
Project: Nisswa City Park Playground
County: Crow Wing

Cost Classification	Quantity	Unit	Unit Cost	Total Cost	Description (linear feet, dimensions, material used, number of components, etc.)
Engineering and Professional fees (SUBTOTAL)*				**$ 60,000.00**	
Design, Engineering, Project Management	1	LS	$ 60,000.00	$ 60,000.00	
Site work (SUBTOTAL)				**$ 47,450.00**	
Mobilization	1	LS	$ 15,000.00	$ 15,000.00	
Site preparation	1	LS	$ 20,475.00	$ 20,475.00	common excavation, irrigation, City staff labor
Drainage, subgrade prep	1	LS	$ 11,975.00	$ 11,975.00	drain tile, aggregate
Demolition and removal (SUBTOTAL)				**$ 16,000.00**	
Removal of existing infrastructure	1	LS	$ 15,000.00	$ 15,000.00	City staff labor, equipment
Disposal of materials	1	LS	$ 1,000.00	$ 1,000.00	
Construction (SUBTOTAL)				**$ 94,925.00**	
Native species restoration, erosion control, landscaping	1	LS	$ 20,000.00	$ 20,000.00	
ADA compliant concrete pathways/surfaces	4800	SF	$ 15.00	$ 72,000.00	
4" aggregate base	65	CY	$ 45.00	$ 2,925.00	
Playground (SUBTOTAL)				**$ 757,782.40**	
Play equipment, surfacing/subgrade prep, installation	1	LS	$ 749,282.40	$ 749,282.40	7,052sq ft of PIP, 166cy of EWF
Concrete curb around playground	340	LF	$ 25.00	$ 8,500.00	
Miscellaneous (SUBTOTAL)				**$ 5,200.00**	
Dumpsters	4	EA	$ 1,300.00	$ 5,200.00	
PROJECT TOTAL				**$ 981,357.40**	

Outdoor Recreation SHARE OF TOTAL COSTS**				**$ 490,678.70**	
MATCHING SHARE OF TOTAL COSTS				**$ 490,678.70**	$479,478.70 cash, $11,200 labor/equipment

**maximum 10% total cost*
***cannot exceed 50% of project total*

CITY OF NISSWA

G4

To: Nisswa City Council

Prepared by: Thomas Blomer, Public Works Director

Date: 3/10/2026

Item: 2026 Road Bond Widseth Proposal for Professional Construction Services.

Action Requested: I am looking for acceptance of the proposal from Widseth to provide Professional Construction Services.

Background: This proposal would provide various construction administration services, survey work, construction observation, and documentation of the 2026 Road Bond construction.

Budget Impact: The proposal has an estimated cost of $273,600 as detailed in the proposal.

Attachments: A copy of the proposal from Widseth is included in your packet.

WIDSETH

March 5, 2026

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

Honorable Mayor and City Council
City of Nisswa
5442 City Hall Street
Nisswa, MN 56468

RE: Proposal for Professional Construction Services
2026 Nisswa Street Improvements

Dear Mayor and Council Members:

Thank you for the opportunity to submit our proposal for construction-related services for the 2026 Street Improvements project. The project area includes the following roadways:

- Lendee Drive
- Sumac Trail
- Hole-In-The-Day Drive
- Polks Road
- Government Trail
- East Roy Lake Road
- Wooddale Road
- Kander Court
- Roy Lane
- Edna Lane
- Edna Lake Road
- Parkway Drive

Based on our experience with the City, our proposed scope of services is as follows:

Construction Staking

Widseth proposes to provide construction staking and field survey services associated with the proposed construction. Specific tasks included with this Proposal are:

- Re-establish vertical and horizontal control in the Project Areas
- Generate staking files for the design elements shown in the plans
- Provide construction staking for removals, storm sewer, roadway subgrade, roadway curb & gutter, signage and misc. construction items
- Document staked point locations and elevations
- Provide contractor with construction staking information

Construction Administration

Widseth proposes to provide construction administration services associated with construction of the proposed improvements and coordination with the contract documents. Specific tasks included with this Proposal are:

- Coordinate execution of the contract documents
- Coordinate and attend a pre-construction conference
- Coordinate and attend neighborhood information meeting with City, Contractor, and Engineer prior to the start of construction – up to one (1) meeting

- Review contractor material submittals and shop drawings for compliance with the plans and specifications
- Coordinate and conduct weekly construction meetings
- NPDES Permit coordination and monitoring
- Preparation of contractor payment requests
- Preparation of DCP payment requests
- Review and preparation of change orders and work directives
- Serve as the liaison between City, Contractor, and the Public
- Project status reports
- Deliverables: Electronic PDF copies of meeting agendas and minutes, pay estimates and change orders along with any relevant construction related correspondence

Construction Observation

Widseth proposes to provide construction observation services to document conformance to the contract documents. Specific tasks included with this Proposal are:

- Provide part-time field observation of the following items:
  - Traffic control
  - Removals
  - Roadway and trail subgrade
  - Aggregate base
  - Signage
  - Restoration and project clean up
- Provide full-time field observation of the following items:
  - Storm sewer
  - Concrete curb & gutter and flatwork
  - Bituminous roadway and driveways
- Observe and document testing procedures and results
- Document daily work activities for conformance to the plans and specifications
- Measure and document bid items for payment
- Assist the City with the final walkthrough and project closeout
- Deliverables: Electronic PDF copies of daily construction records, Item Record Accounts, and other pertinent project documentation

Post–Construction Services

Widseth proposes to complete post–construction services in accordance with City requirements. Specific tasks included with this Proposal are:

- Complete record drawing survey altered sanitary sewer items and new storm sewer.
- Preparation of "Record Drawing" document
- Deliverables: Electronic PDF of record drawing documents

Assumptions and Exclusions

In preparing this Proposal, Widseth relied on the following assumptions and exclusions:

- We have assumed one set of stakes/hubs for each element of work as listed in Section 01 7000 of the Technical Specifications. Any re-staking required as a result of contractor negligence or vandalism will be considered an additional service which may require additional compensation.
- We have assumed a total of six (6) pay estimates and change orders. Additional pay estimates and change orders may require additional compensation.
- In estimating our construction observation effort, we have assumed a total of 14-weeks of construction and 840 hours of observation.
- We have assumed construction will be completed in 2026. If construction extends into 2027, additional compensation may be required.
- The City will enter into a separate agreement with an independent testing agency to provide construction materials testing. These fees are not included in our proposal.
- Our fee does not include property corner re-monumentation.

WIDSETH proposes to perform the services described above on an hourly basis in accordance with the attached Fee Schedule, for the **estimated amount of $273,600**. We are prepared to begin work immediately upon authorization of the Contract. If you agree with our proposed Scope of Services, please sign, and return one copy of this letter to us as our authorization to proceed.

Very truly yours,

Widseth Smith Nolting & Associates Inc.

William Westerberg, P.E.
Civil Engineer

Attachments: General Provisions of Professional Services Agreement
2026 Widseth Fee Schedule

Proposed by Widseth Smith Nolting & Associates Inc. (Widseth)

_____
Dave Reese, Vice President

Accepted by City of Nisswa: The above Proposal is satisfactory and Widseth is authorized to do the work as specified and in accordance with the attached General Conditions. Payment will be made monthly in accordance with the terms on the attached fee schedule.

_____ _____
Jennifer Carnahan, Mayor Date

_____ _____
Maggi Wentler, Interim City Administrator Date

CITY OF NISSWA

G5

To: Nisswa City Council

Prepared by: Thomas Blomer, Public Works Director

Date: 3/10/2026

Item: 2026 Road Bond Widseth Bid Recommendation Letter and Bid Acceptance

Action Requested: I am looking for acceptance of the winning bid for the construction of the 2026 Road Bond Project. A letter of recommendation from Widseth outlines the details of the bids received.

Background: This is the culmination of the work that has been done since 2023 to repair the following roads: Edna Lk Road, Edna Ln, Roy Ln, East Roy Lake Road, Sumac Trail, Lendee Drive, Polks Road, Old Government Trail, Wooddale Road South, Kander Court, and Parkway Drive. Competitive Bids were received and opened on February 26th. We had three bidders: Anderson Brothers, Knife River, and Ideal Construction of Staples. Anderson Brothers had the low bid and are being recommended to complete the project.

Budget Impact: Once a bond sale occurs on April 21st, we will know what the bond payment will be for 2027 and beyond.

Attachments: A copy of the letter from Widseth is included in your packet.

WIDSETH

March 4, 2026

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

Ms. Maggi Wentler, Interim City Administrator
City of Nisswa
5442 City Hall Street
Nisswa, MN 56468

RE: 2026 Nisswa Street Improvements
Letter of Recommendation for Bid Award
WSN No. 2024-11543

Dear Ms. Wentler:

Pursuant to authority of the City Council and after proper legal advertisement, bids for the above-referenced project were obtained at 10:30 A.M., in the Nisswa City Hall, Nisswa, Minnesota, on February 26, 2026.

The following bid proposals were received:

Bidder	Bid Amount
Anderson Brothers Construction Company of Brainerd, LLC, of Brainerd, Minnesota	$2,618,974.95
Knife River Corporation – North Central of Brainerd, Minnesota	$3,143,900.96
Ideal Construction of Staples, Minnesota	$3,100,493.93

The Engineering Estimate of the construction cost was $3,487,926.10. Details of all bids are shown in the enclosed Abstract. The bids were conforming to the plans, specifications and advertisement.

We recommend the contract be awarded to Anderson Brothers Construction Company of Brainerd, Minnesota, the lowest responsible bidder, based on the unit prices on the bid proposal. The Notice of Award is attached.

Sincerely,

WIDSETH SMITH NOLTING

William Westerberg, P.E.
Civil Engineer

Enclosure

WIDSETH
7804 Industrial Park Road, Baxter, MN 56425
PHONE 218-829-5117

TABULATION OF BIDS

NAME: 2026 NISSWA STREET IMPROVEMENTS

CLIENT: CITY OF NISSWA
PROJECT NO: 2024-11543

DATE: FEBRUARY 26, 2026
TIME: 10:30 AM

				ENGINEER'S ESTIMATE		ANDERSON BROTHERS CONSTRUCTION COMPANY OF BRAINERD, LLC		KNIFE RIVER CORPORATION - NORTH CENTRAL		IDEAL CONSTRUCTION, LLC	
ITEM NO	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LUMP SUM	##########	$200,000.00	$68,000.00	$68,000.00	$185,000.00	$185,000.00	$139,100.00	$139,100.00
2	CLEARING	3.10	ACRE	$10,000.00	$31,000.00	$5,500.00	$17,050.00	$10,600.00	$32,860.00	$11,130.00	$34,503.00
3	GRUBBING	3.10	ACRE	$6,000.00	$18,600.00	$5,500.00	$17,050.00	$7,900.00	$22,990.00	$7,770.00	$24,087.00
4	SALVAGE STREET SIGN AND POST	20	EACH	$50.00	$1,000.00	$88.00	$1,760.00	$80.00	$1,600.00	$84.00	$1,680.00
5	SALVAGE MAIL BOX SUPPORT	148	EACH	$150.00	$22,200.00	$22.00	$3,256.00	$20.00	$2,960.00	$21.00	$3,108.00
6	SAWING CONCRETE PAVEMENT (FULL DEPTH)	100	LIN FT	$5.00	$500.00	$4.50	$450.00	$6.10	$610.00	$6.10	$610.00
7	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	2112	LIN FT	$3.00	$6,336.00	$2.25	$4,752.00	$2.65	$5,596.80	$2.50	$5,280.00
8	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	3401	SQ YD	$6.00	$20,406.00	$4.00	$13,604.00	$5.60	$19,045.60	$4.50	$15,304.50
9	SALVAGE SIGN SPECIAL (911)	104	EACH	$50.00	$5,200.00	$16.50	$1,716.00	$15.00	$1,560.00	$15.75	$1,638.00
10	EXCAVATION- COMMON (CV) P	12092	CU YD	$15.00	$181,380.00	$14.25	$172,311.00	$19.65	$237,607.80	$20.63	$249,457.96
11	COMMON EMBANKMENT (CV) P	2951	CU YD	$10.00	$29,510.00	$6.60	$19,476.60	$16.80	$49,576.80	$17.64	$52,055.64
12	SUBGRADE PREPARATION	213.4	ROAD STATION	$225.00	$48,015.00	$130.00	$27,742.00	$210.00	$44,814.00	$120.00	$25,608.00
13	AGGREGATE SURFACING (CV) CLASS 1	251	CU YD	$50.00	$12,550.00	$44.50	$11,169.50	$90.00	$22,590.00	$29.60	$7,429.60
14	AGGREGATE BASE (CV) CLASS 5	12312	CU YD	$35.00	$430,920.00	$33.50	$412,452.00	$35.00	$430,920.00	$35.52	$437,322.24
15	FULL DEPTH RECLAMATION	61901	SQ YD	$1.35	$83,566.35	$1.25	$77,376.25	$1.65	$102,136.65	$0.90	$55,710.90
16	BITUMINOUS MATERIAL FOR TACK COAT	3111	GALLON	$1.50	$4,666.50	$2.55	$7,933.05	$2.00	$6,222.00	$2.50	$7,777.50
17	TYPE SP 9.5 WEARING COURSE MIXTURE (2;C)	5646	TON	$90.00	$508,140.00	$70.00	$395,220.00	$89.00	$502,494.00	$102.65	$579,561.90
18	TYPE SP 12.5 WEARING COURSE MIXTURE (2;C)	7528	TON	$90.00	$677,520.00	$65.00	$489,320.00	$83.50	$628,588.00	$87.63	$659,678.64
19	12" RC PIPE APRON	50	EACH	$1,400.00	$70,000.00	$1,650.00	$82,500.00	$820.00	$41,000.00	$858.11	$42,905.50
20	12" RC PIPE SEWER DESIGN 3006 CLASS III	696	LIN FT	$120.00	$83,520.00	$125.00	$87,000.00	$77.00	$53,592.00	$80.38	$55,944.48
21	15" RC PIPE APRON	2	EACH	$1,500.00	$3,000.00	$1,750.00	$3,500.00	$925.00	$1,850.00	$966.11	$1,932.22
22	15" RC PIPE SEWER DESIGN 3006 CLASS III	48	LIN FT	$140.00	$6,720.00	$140.00	$6,720.00	$80.00	$3,840.00	$83.69	$4,017.12
23	CASTING ASSEMBLY	2	EACH	$1,500.00	$3,000.00	$1,650.00	$3,300.00	$1,410.00	$2,820.00	$1,480.50	$2,961.00
24	ADJUST FRAME AND RING CASTING	2	EACH	$750.00	$1,500.00	$830.00	$1,660.00	$650.00	$1,300.00	$800.00	$1,600.00
25	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	7.09	LIN FT	$800.00	$5,672.00	$1,880.00	$13,329.20	$1,600.00	$11,344.00	$1,680.00	$11,911.20
26	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	3.04	LIN FT	$1,000.00	$3,040.00	$720.00	$2,188.80	$795.00	$2,416.80	$835.00	$2,538.40
27	ROCK CHECK DAM	5	EACH	$750.00	$3,750.00	$470.00	$2,350.00	$760.00	$3,800.00	$800.00	$4,000.00
28	ROCK CHUTE	75	LIN FT	$70.00	$5,250.00	$110.00	$8,250.00	$210.00	$15,750.00	$221.00	$16,575.00
29	RANDOM RIP RAP CLASS II	45	CU YD	$100.00	$4,500.00	$130.00	$5,850.00	$155.00	$6,975.00	$162.00	$7,290.00
30	ROLLED EROSION PREVENTION CATEGORY 70	54	SQ YD	$15.00	$810.00	$27.00	$1,458.00	$25.00	$1,350.00	$26.25	$1,417.50
31	CONCRETE CURB AND GUTTER DESIGN B618	5397	LIN FT	$30.00	$161,910.00	$26.00	$140,322.00	$25.00	$134,925.00	$25.20	$136,004.40
32	6" CONCRETE DRIVEWAY PAVEMENT	731	SQ YD	$90.00	$65,790.00	$88.00	$64,328.00	$95.00	$69,445.00	$84.00	$61,404.00
33	BITUMINOUS GUTTER	1100	LIN FT	$15.00	$16,500.00	$5.00	$5,500.00	$6.50	$7,150.00	$5.00	$5,500.00
34	MAIL BOX SUPPORT	148	EACH	$225.00	$33,300.00	$125.00	$18,500.00	$115.00	$17,020.00	$120.75	$17,871.00
35	MAIL BOX (TEMPORARY)	1.0	LUMP SUM	$10,000.00	$10,000.00	$550.00	$550.00	$500.00	$500.00	$525.00	$525.00
36	TRAFFIC CONTROL	1.0	LUMP SUM	$10,000.00	$10,000.00	$5,500.00	$5,500.00	$15,000.00	$15,000.00	$9,030.00	$9,030.00
37	INSTALL SALVAGE SIGN	22	EACH	$200.00	$4,400.00	$125.00	$2,750.00	$115.00	$2,530.00	$120.75	$2,656.50
38	INSTALL SALVAGE SIGN SPECIAL (911)	104	EACH	$75.00	$7,800.00	$44.00	$4,576.00	$40.00	$4,160.00	$42.00	$4,368.00
39	STABILIZED CONSTRUCTION EXIT	1	LUMP SUM	$5,000.00	$5,000.00	$1,650.00	$1,650.00	$3,500.00	$3,500.00	$1,000.00	$1,000.00
40	STORM DRAIN INLET PROTECTION	4	EACH	$200.00	$800.00	$165.00	$660.00	$195.00	$780.00	$205.00	$820.00
41	SILT FENCE; TYPE MS	39389	LIN FT	$5.00	$196,945.00	$1.90	$74,839.10	$1.75	$68,930.75	$1.84	$72,475.76
42	SEDIMENT CONTROL LOG TYPE WOOD FIBER	420	LIN FT	$5.00	$2,100.00	$5.50	$2,310.00	$5.00	$2,100.00	$5.25	$2,205.00
43	COMMON TOPSOIL BORROW	5824	CU YD	$65.00	$378,560.00	$38.00	$221,312.00	$46.00	$267,904.00	$38.00	$221,312.00
44	FERTILIZER TYPE 3	3249	POUND	$1.25	$4,061.25	$1.10	$3,573.90	$1.00	$3,249.00	$1.05	$3,411.45
45	ROLLED EROSION PREVENTION CATEGORY 30	10710	SQ YD	$3.00	$32,130.00	$1.60	$17,136.00	$1.45	$15,529.50	$1.52	$16,279.20
46	SEEDING	11	ACRE	$1,000.00	$10,830.00	$550.00	$5,956.50	$500.00	$5,415.00	$525.00	$5,685.75
47	HYDRAULIC REINFORCED FIBER MATRIX	42237	POUND	$1.50	$63,355.50	$1.90	$80,250.30	$1.73	$73,070.01	$1.82	$76,871.34
48	SEED OATS	1083	POUND	$3.50	$3,790.50	$1.05	$1,137.15	$0.95	$1,028.85	$1.00	$1,083.00
49	SEED NORTHERN BOULEVARD	1044	POUND	$5.50	$5,742.00	$5.90	$6,159.60	$5.35	$5,585.40	$5.62	$5,867.28
50	SEED TURFGRASS	740	POUND	$3.50	$2,590.00	$3.75	$2,775.00	$3.40	$2,516.00	$3.57	$2,641.80
51	SEED WET DITCH	5	POUND	$10.00	$50.00	$89.00	$445.00	$80.60	$403.00	$84.63	$423.15
	TOTAL BASE BID				$3,487,926.10		$2,618,974.95		$3,143,900.96		$3,100,439.93

I hereby certify that this tabulation is a true and correct copy of the bids for the 2026 Nisswa Street Improvements.

William K. Westerberg — 21874 — Thursday, February 26, 2026

NAME: William Westerberg — REG. NO. — DATE

NOTICE OF AWARD

Date of Issuance:	**March 17, 2026**		
Owner:	**City of Nisswa**	Owner's Project No.:	
Engineer:	**Widseth Smith Nolting & Associates Inc.**	Engineer's Project No.:	**2024-11543**
Project:	**2026 Nisswa Street Improvements**		
Contract Name:	**2026 Nisswa Street Improvements**		
Bidder:	**Anderson Brothers Construction Company of Brainerd, LLC**		
Bidder's Address:	**11325 State Highway 210, Brainerd, MN 56401**		

You are notified that Owner has accepted your Bid dated **February 26, 2026**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

2026 Nisswa Street Improvements

The Contract Price of the awarded Contract is **$2,618,974.95**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **Submit a certificate of insurance compliant with the requirements of the General and Supplementary Conditions.**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Nisswa**

By *(signature)*: _____

Name *(printed)*: **Maggi Wentler**

Title: **Interim City Administrator**

Copy: Engineer

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CITY OF NISSWA

G6

To: Nisswa City Council

Prepared by: Thomas Blomer, Public Works Director

Date: 3/10/2026

Item: Widseth Proposal for ROW Platting and Existing Conditions Corridor Services for Lower Roy Lake Rd to County 77.

Action Requested: I am looking for acceptance of the proposal from Widseth to provide ROW platting for a proposed backage road between Lower Roy Lake Road and County Road 77.

Background: Accepting this proposal will allow the city to define ROW for a proposed backage road between Lower Roy Lake Road and County 77. This work is being done to assist the City Attorney in acquiring the necessary ROW for the backage road.

Budget Impact: The total fee for the proposal is $74,200. These costs should be assessed back to benefitting, adjoining properties.

Attachments: A copy of the proposal from Widseth is included in your packet.

WiDSETH

March 10, 2026

Maggi Wentler, Interim City Administrator
City of Nisswa
5442 City Hall Street
PO Box 410
Nisswa, MN 56468

Re: Proposal for Right of Way Platting for Proposed Backage Road between Lower Roy Lake Road and County Road 77, Nisswa, Minnesota

Dear Maggi,

In response to the City's request to provide a Professional Land Survey and Engineering services proposal for the Right of Way Platting needs for the proposed backage roadway between Lower Roy Lake Road and CSAH 77, we are pleased to submit this proposal.

We are familiar with the proposed backage roadway route from our prior work with the city to establish this corridor. This proposal provides the next step in the process to acquire the right-of-way to preserve the necessary future project route. A right-of-way plat will aid the City Attorney with acquiring the right-of-way. It will provide the areas of taking, in square feet, necessary from each property. The corridor area will need to be conveyed in permanent easement to the city with the assistance of the City Attorney and appraisal process as may be required. Our proposed Land Surveying scope of work will include the Field Survey and Office Survey services necessary to identify the existing improvements and topographic conditions found in the project route and will determine the boundaries of the adjacent properties. The existing conditions survey will include data that can be used for engineering review during platting to optimize the corridor alignment for future road and utility construction purposes.

Following the initial field survey and property boundary establishment we will work with our engineering and archaeological staff to determine the preliminary corridor location for review with the City of Nisswa staff and stakeholders. Following this review, we will gather the information and finalize the location of the proposed route and prepare the base information for the exhibits and final right of way plat. Our services will include the preparation of individual right of way exhibits for use by the City Attorney to acquire the parcels and a final right of way plat identifying the parcels and project corridor that will be filed in the Crow Wing County Recorder's Office. Our proposed schedule, fees and detailed scope of services necessary for your project are as follows:

RIGHT OF WAY PLATTING SERVICES **$36,600.00**

Preliminary research and base mapping

- Utilize existing surveys, plats, certified section corners and the available deeds as the basis for our preliminary work.
- Utilize the preliminary property base map of the project route to identify the parcels that will need title research and identify areas of platted right of way.

Field survey services

- Calibrate to certified section corners in the vicinity of the project corridor.
- Recover and verify the section corners, right of way corners, plat corners and property boundary corners necessary to establish the property boundaries and road right of way.
- Perform an existing conditions survey of the proposed corridor.
- Upon completion of the right of way plat, establish new iron pipe monuments marked with white wood stakes at the final right of way corners.

Office Computations and Parcel Sketches

- Compile the field data collected and prepare the individual parcel sketches for the properties impacted by the proposed right of way that will display the following:
    - Property boundary corners and lines.
    - Existing conditions found in proximity of the right of way.
    - Proposed Right of Way line and right of way plat parcel areas to be acquired.

Right of Way Plat Drawing

- Make necessary revisions to the right of way lines based on the results of the discussions that will be held between the City and the Landowners.
- Prepare final Right of Way Plat identifying the permanent easement areas to be acquired.
- Obtain mylar copies suitable for recording.

TITLE SEARCHES TO BE PERFORMED BY CROW WING COUNTY ABSTRACT COMPANY (Estimated 12 parcel searches) **$2,100.00**

- New title search ($175.00 per/parcel)

CIVIL ENGINEERING SERVICES **$20,500.00**

Right-of-Way Corridor Alignment Evaluation

- Utilize LIDAR surface, available aerial information, prior study recommendations, and existing conditions for corridor location evaluation.
- Base alignment on a 40 MPH design speed.
- Base alignment on a minimum 85-foot-wide Right-of-Way width.
- Base alignment on the most direct route from CSAH 77 to Lower Roy Lake Road.
- Base alignment on avoidance/minimization of wetland and other resource impacts.
- Base alignment on known land development plans approved by the city.
- Base alignment on avoidance of cultural resources identified by a Phase 1 archaeological survey.
- Does not include geotechnical analysis of corridors, in-depth traffic analysis, Phase 2 cultural resource review, environmental property assessments or impacts, preparation of subdivision concepts for properties adjacent to the corridor, stormwater or hydraulic analysis, roadway or utility design, or permitting. These services would typically be provided after the city has determined to complete the construction of the backage roadway.

Concept Review and Stakeholder Feedback

- We will facilitate one meeting with governmental agencies including City, County, and MnDOT to obtain feedback.
- We will facilitate one meeting with private property owners to obtain feedback on the proposed corridor route.
- The preliminary plat will be prepared after consideration of stakeholder feedback and submitted to Nisswa Planning and Zoning for additional review in accordance with Planning and Zoning procedures and requirements.
- Typical roadway cross-sections and alignment drawings will be provided.

ARCHAEOLOGICAL PHASE 1 SERVICES **$15,000.00**

Phase 1 Background Review

- SHPO MnSHIP system (review of previously identified historic properties).
- In-person records search at the Minnesota SHPO's office (if necessary) to identify previously recorded archaeological resources.
- Minnesota Office of the State Archaeologist (OSA) portal for possible archaeological resources in the Project Area.

- Cultural resources listed, nominated, or determined eligible for the National Register of Historic Places.
- Published and unpublished sources on cultural resources in the area to determine potential presence or absence.
- Historic maps, aerial photographs, and other archival resources

Phase I Archaeological Reconnaissance Survey

Widseth will complete a Phase I archaeological reconnaissance survey of the Project Area. The survey will include photographic documentation of the current site condition, pedestrian walk over survey, and subsurface shovel testing.

Goals of this survey include the following:

- Identify archaeological resources within the Project Area that are at least 45 years of age.
- Document the horizontal and vertical extent of identified archaeological resources.
- Provide preliminary recommendations regarding National Register of Historic Places (NRHP) eligibility for identified archaeological sites in accordance with the criteria specified in 36 CFR 60.4.
- Complete Minnesota SHPO archaeological site forms for identified sites.
- Assess the Project's potential for effects and provide summary recommendations concerning the potential impacts on historic properties listed in, eligible for, or recommended eligible for the NRHP, pursuant to 36 CFR 800.5.

Phase 1 Archaeological Report

Widseth will prepare a draft Phase 1 archaeological reconnaissance report for the Project detailing the results of the archival research and the fieldwork. Should no archaeological resources be identified, the results of the investigation will be sent to the Minnesota SHPO for review and comment, with a recommendation of No Historic Properties Affected. The report will follow the general standards in the Minnesota SHPO Manual for Archaeological Projects in Minnesota (2005), including an abstract; Project description; research design; literature review; work summary; results and recommendations. If no archaeological resources eligible for listing on the NRHP are identified, Widseth assumes the Minnesota SHPO office will agree with our recommendations and will provide their concurrence in a letter format. Archaeological sites identified during this investigation that cannot be formally determined as Not Eligible for the NRHP, will require a Phase II intensive survey, which is not included in this scope.

Phase 1 Assumptions

Severe weather, winter conditions, access to the Project, and other unforeseeable circumstances may delay or affect the amount of time required for the archaeological survey. Archaeological investigations are weather dependent. The reconnaissance survey cannot be conducted when the ground is saturated, frozen, or snow covered. Delays to fieldwork caused by severe weather, site access, or other unforeseeable circumstances may be considered an additional service and will be provided, if necessary, under a separate scope and cost estimate.

- The client will help coordinate access to the Project Area.
- No more than one new archaeological site will be identified. If necessary, additional site delineation, recording, and artifact curation will be provided under a separate scope and cost estimate.
- Meetings or coordination with the SHPO, or other agencies, stakeholder groups, or Native American tribes, including in-person meetings will be considered an extra service and will be provided, if necessary, under a separate scope and cost estimate.
- Any changes to the Project Area may result in a change in the price of this proposal.

- Widseth will verify land access and review weather forecasts, to schedule fieldwork with the goal of completing fieldwork in May. Fieldwork is estimated to require two people up to 3 calendar days to complete.

This proposal does not include appraisal or city attorney fees, or cost of acquisition.

Total fee proposal for the above scope of services is: $74,200.00

If you agree with our proposed scope of services, please sign and return one copy of this letter to us as our formal authorization to proceed with the project. We propose to have the Survey Platting services completed and ready for submittal to the City of Nisswa within 120-150 days of signed acceptance of this proposal. We thank you for giving us the opportunity to submit this proposal and again look forward to working with City on this project.

Sincerely,

WIDSETH

Chad M Conner, LS, CFedS
Vice President

David S. Reese, PE
Vice President

Proposed by Widseth

Accepted by* the City of Nisswa: *The above proposal and attached General Provisions of Professional Services Agreement are satisfactory and Widseth is authorized to do the work as specified.

Jennifer Carnahan, Mayor _____ Date _____

Maggi Wentler, Interim City Administrator _____ Date _____

General Provisions of Professional Services Agreement

WIDSETH
ARCHITECTS ▪ ENGINEERS
SCIENTISTS ▪ SURVEYORS

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE
The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES
The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH
A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.

2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.

3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:

   (a) Travel and subsistence.
   (b) Specialized computer services or programs.
   (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
   (d) Identifiable reproduction and reprographic costs.
   (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.

4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION
Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA
All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS
In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warrantees, express or implied, are made by WIDSETH.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.

3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.

4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.

5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.

7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.

8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

   If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

   With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)
If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION
If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT
If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES
WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND
CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE
WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT
Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES
Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION
It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW
This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK
In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION
WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY
Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE
PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

CITY OF NISSWA

G7

To: Nisswa City Council

Prepared by: Thomas Blomer, Public Works Director

Date: 3/10/2026

Item: Widseth Proposal for ROW Platting and Existing Conditions Corridor Services for a Backage Road between County Road 13 and the Entrance to Timberwood Church and from Smiley Road to the Backage Road including the Lift Station 12 Site.

Action Requested: I am looking for acceptance of the proposal from Widseth to provide ROW platting for a proposed backage road between County Road 13 to the entrance to Timberwood Church and from Smiley Road to the proposed backage road, including the Lift Station 12 site.

Background: Accepting this proposal will allow the city to define ROW for a proposed backage road between County Road 13 and the entrance to Timberwood Church. It will also define ROW for a connection from Smiley Road back to the proposed backage road, plus the Lift Station 12 site. This work is being done to assist the City Attorney in acquiring the necessary ROW for the backage road and Lift Station 12.

Budget Impact: The total fee for the proposal is $79,900. These costs should be assessed back to benefitting, adjoining properties.

Attachments: A copy of the proposal from Widseth is included in your packet.

WIDSETH

March 10, 2026

Maggi Wentler
City of Nisswa
5442 City Hall Street
PO Box 410
Nisswa, MN 56468

Re: Proposal for Right of Way Platting for Proposed Backage Road between County Road 13 and the Entrance to Timberwood Church and from Smiley Road to the Backage Road including the Lift Station 12 Site, Nisswa, Minnesota

Dear Maggi,

In response to the City's request to provide a Professional Land Survey and Engineering services proposal for the Right of Way Platting needs for the proposed backage roadway between County Road 13 and the Entrance to Timberwood Church and from Smiley Road to the backage road including the Lift Station 12 site, we are pleased to submit this proposal.

We are familiar with the proposed backage roadway route from our prior work with the city to establish this corridor. This proposal provides the next step in the process to acquire the right-of-way to preserve the necessary future project route. A right-of-way plat will aid the City Attorney with acquiring the right-of-way. It will provide the areas of taking, in square feet, necessary from each property. The corridor area will need to be conveyed in permanent easement to the city with the assistance of the City Attorney and appraisal process as may be required. Our proposed Land Surveying scope of work will include the Field Survey and Office Survey services necessary to identify the existing improvements and topographic conditions found in the project route and will determine the boundaries of the adjacent properties. The existing conditions survey will include data that can be used for engineering review during platting to optimize the corridor alignment for future road and utility construction purposes.

Following the initial field survey and property boundary establishment we will work with our engineering and archaeological staff to determine the preliminary corridor location for review with the City of Nisswa staff and stakeholders. Following this review, we will gather the information and finalize the location of the proposed route and prepare the base information for the exhibits and final right of way plat. Our services will include the preparation of individual right of way exhibits for use by the City Attorney to acquire the parcels and a final right of way plat identifying the parcels and project corridor that will be filed in the Crow Wing County Recorder's Office. Our proposed schedule, fees and detailed scope of services necessary for your project are as follows:

RIGHT OF WAY PLATTING SERVICES **$39,500.00**

Preliminary research and base mapping

- Utilize existing surveys, plats, certified section corners and the available deeds as the basis for our preliminary work.
- Utilize the preliminary property base map of the project route to identify the parcels that will need title research and identify areas of platted right of way.

Field survey services

- Calibrate to certified section corners in the vicinity of the project corridor.
- Recover and verify the section corners, right of way corners, plat corners and property boundary corners necessary to establish the property boundaries and road right of way.
- Perform an existing conditions survey of the proposed corridor.
- Upon completion of the right of way plat, establish new iron pipe monuments marked with white wood stakes at the final right of way corners.

- Upon completion of the right of way plat, establish new iron pipe monuments marked with white wood stakes at the final right of way corners.

Office Computations and Parcel Sketches

- Compile the field data collected and prepare the individual parcel sketches for the properties impacted by the proposed right of way that will display the following:
    - Property boundary corners and lines.
    - Existing conditions found in proximity of the right of way.
    - Proposed Right of Way line and right of way plat parcel areas to be acquired.

Right of Way Plat Drawing

- Make necessary revisions to the right of way lines based on the results of the discussions that will be held between the City and the Landowners.
- Prepare final Right of Way Plat identifying the permanent easement areas to be acquired.
- Obtain mylar copies suitable for recording.

TITLE SEARCHES TO BE PERFORMED BY CROW WING COUNTY ABSTRACT COMPANY
(Estimated 8 parcel searches) **$1,400.00**

- New title search ($175.00 per/parcel)

CIVIL ENGINEERING SERVICES **$21,500.00**

Right-of-Way Corridor Alignment Evaluation

- Utilize LIDAR surface, available aerial information, prior study recommendations, and existing conditions for corridor location evaluation.
- Base alignment on a 40 MPH design speed.
- Base alignment on a minimum 85-foot-wide Right-of-Way width.
- Base alignment on the most direct route from CSAH 77 to Lower Roy Lake Road.
- Base alignment on avoidance/minimization of wetland and other resource impacts.
- Base alignment on known land development plans approved by the city.
- Base alignment on avoidance of cultural resources identified by a Phase 1 archaeological survey.
- Does not include geotechnical analysis of corridors, in-depth traffic analysis, Phase 2 cultural resource review, environmental property assessments or impacts, preparation of subdivision concepts for properties adjacent to the corridor, stormwater or hydraulic analysis, roadway or utility design, or permitting. These services would typically be provided after the city has determined to complete the construction of the backage roadway.

Concept Review and Stakeholder Feedback

- We will facilitate one meeting with governmental agencies including City, County, and MnDOT to obtain feedback.
- We will facilitate one meeting with private property owners to obtain feedback on the proposed corridor route.
- The preliminary plat will be prepared after consideration of stakeholder feedback and submitted to Nisswa Planning and Zoning for additional review in accordance with Planning and Zoning procedures and requirements.
- Typical roadway cross-sections and alignment drawings will be provided.

ARCHAEOLOGICAL PHASE 1 SERVICES **$17,500.00**

Phase 1 Background Review

- SHPO MnSHIP system (review of previously identified historic properties).
- In-person records search at the Minnesota SHPO's office (if necessary) to identify previously recorded archaeological resources.

- Minnesota Office of the State Archaeologist (OSA) portal for possible archaeological resources in the Project Area.
- Cultural resources listed, nominated, or determined eligible for the National Register of Historic Places.
- Published and unpublished sources on cultural resources in the area to determine potential presence or absence.
- Historic maps, aerial photographs, and other archival resources

Phase I Archaeological Reconnaissance Survey

Widseth will complete a Phase I archaeological reconnaissance survey of the Project Area. The survey will include photographic documentation of the current site condition, pedestrian walk over survey, and subsurface shovel testing.

Goals of this survey include the following:

- Identify archaeological resources within the Project Area that are at least 45 years of age.
- Document the horizontal and vertical extent of identified archaeological resources.
- Provide preliminary recommendations regarding National Register of Historic Places (NRHP) eligibility for identified archaeological sites in accordance with the criteria specified in 36 CFR 60.4.
- Complete Minnesota SHPO archaeological site forms for identified sites.
- Assess the Project's potential for effects and provide summary recommendations concerning the potential impacts on historic properties listed in, eligible for, or recommended eligible for the NRHP, pursuant to 36 CFR 800.5.

Phase 1 Archaeological Report

Widseth will prepare a draft Phase 1 archaeological reconnaissance report for the Project detailing the results of the archival research and the fieldwork. Should no archaeological resources be identified, the results of the investigation will be sent to the Minnesota SHPO for review and comment, with a recommendation of No Historic Properties Affected. The report will follow the general standards in the Minnesota SHPO Manual for Archaeological Projects in Minnesota (2005), including an abstract; Project description; research design; literature review; work summary; results and recommendations. If no archaeological resources eligible for listing on the NRHP are identified, Widseth assumes the Minnesota SHPO office will agree with our recommendations and will provide their concurrence in a letter format. Archaeological sites identified during this investigation that cannot be formally determined as Not Eligible for the NRHP, will require a Phase II intensive survey, which is not included in this scope.

Phase 1 Assumptions

Severe weather, winter conditions, access to the Project, and other unforeseeable circumstances may delay or affect the amount of time required for the archaeological survey. Archaeological investigations are weather dependent. The reconnaissance survey cannot be conducted when the ground is saturated, frozen, or snow covered. Delays to fieldwork caused by severe weather, site access, or other unforeseeable circumstances may be considered an additional service and will be provided, if necessary, under a separate scope and cost estimate.

- The client will help coordinate access to the Project Area.
- No more than one new archaeological site will be identified. If necessary, additional site delineation, recording, and artifact curation will be provided under a separate scope and cost estimate.
- Meetings or coordination with the SHPO, or other agencies, stakeholder groups, or Native American tribes, including in-person meetings will be considered an extra service and will be provided, if necessary, under a separate scope and cost estimate.

- Any changes to the Project Area may result in a change in the price of this proposal.
- Widseth will verify land access and review weather forecasts, to schedule fieldwork with the goal of completing fieldwork in May. Fieldwork is estimated to require two people up to 3 calendar days to complete.

This proposal does not include appraisal or city attorney fees, or cost of acquisition.

Total fee proposal for the above scope of services is:..... $79,900.00

If you agree with our proposed scope of services, please sign and return one copy of this letter to us as our formal authorization to proceed with the project. We propose to have the Survey Platting services completed and ready for submittal to the City of Nisswa within 120-150 days of signed acceptance of this proposal. We thank you for giving us the opportunity to submit this proposal and again look forward to working with City on this project.

Sincerely,

WIDSETH

Chad M Conner, LS, CFedS
Vice President

David S. Reese, PE
Vice President

Proposed by Widseth

Accepted by* the City of Nisswa: *The above proposal and attached General Provisions of Professional Services Agreement are satisfactory and Widseth is authorized to do the work as specified.

Jennifer Carnahan, Mayor _____ Date _____

Maggi Wentler, Interim City Administrator _____ Date _____

General Provisions of Professional Services Agreement

WIDSETH
ARCHITECTS ▪ ENGINEERS
SCIENTISTS ▪ SURVEYORS

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.

2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.

3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:

   (a) Travel and subsistence.
   (b) Specialized computer services or programs.
   (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
   (d) Identifiable reproduction and reprographic costs.
   (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.

4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warrantees, express or implied, are made by WIDSETH.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.

3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.

4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.

5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.

7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.

8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

   If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

   With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)
If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION
If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT
If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES
WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND
CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE
WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT
Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES
Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION
It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW
This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK
In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION
WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY
Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE
PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

CITY OF NISSWA

G8

To: Nisswa City Council

Prepared by: Thomas Blomer, Public Works Director

Date: 3/10/2026

Item: Widseth Proposal for ROW Platting and Existing Conditions Corridor Services for the platting of Nisswa's Property (Former Mills Property)

Action Requested: I am looking for acceptance of the proposal from Widseth to provide platting services for the former Mills Property.

Background: Accepting this proposal will allow the city to define ROW for a proposed backage road between County Road 13 and the entrance to Timberwood Church. It will also define ROW for a connection from Smiley Road back to the proposed backage road, plus the Lift Station 12 site. This work is being done to assist the City Attorney in acquiring the necessary ROW for the backage road and Lift Station 12.

Budget Impact: The total fee for the proposal is $31,300. These costs should be assessed back to benefitting, adjoining properties.

Attachments: A copy of the proposal from Widseth is included in your packet.

WIDSETH

March 10, 2026

Brainerd/Baxter
7804 Industrial Park Road
PO Box 2720
Baxter MN 56425-2720

218.829.5117
Baxter@Widseth.com
Widseth.com

Maggi Wentler, Interim City Administrator
City of Nisswa
5442 City Hall Street
PO Box 410
Nisswa, MN 56468

RE: Proposal for Professional Land Survey Services for the platting of the City of Nisswa's property in Section 23, Township 135, Range 29, Crow Wing County, Minnesota (Former Mills Property)

Dear Maggi:

In response to the City's request, Widseth is pleased to provide the City with a professional services proposal for the redevelopment platting of the property indicated above.

We have researched our previous work on the property for the City during the recent purchase. That project required the completion of boundary and existing conditions survey for the property which will serve as our continuation point for this project. We will also utilize the additional planning and discussions that have been had regarding the road and utility corridor locations based on the utility studies we've completed in this area. With this previous project experience, we have an excellent understanding of the professional land survey and platting services required.

We are proposing the services necessary for the completion of a subdivision plat consisting of a road right of way, drainage and utility easements and the remainder of the property being platted as outlots. The outlots can be further subdivided in the future depending on the city and development needs. The plat will be completed in accordance with the City of Nisswa zoning ordinances. We have outlined a detailed list of our proposed scope of services for this project as follows:

Subdivision Platting Services **$17,500.00**

Field Survey

- Utilize previous survey, recorded plats and the title documentation provided as the base for the platting process.
- Verify the existing property and right of way corner monuments and establish new iron pipe monuments as needed at the proposed property and right of way corners marked by white wood stakes and pink flagging following final approval.

Wetland Delineation

- We plan to utilize the recent wetland delineation completed for this project

Office Computations and Drawings

- Utilize the above field and office information as the base for the preliminary and final plats
- Utilize field survey data to produce the required 2-foot contour topography information
- Utilize the wetland delineation limits as required by MN Ch. 505.
- Develop a draft plat containing the roadway corridor, drainage and utility easements and outlot boundaries for review.
- Attend a pre-application review meeting with the City to determine the final right of way and easement locations.
- Make changes outlined during the review meeting and finalize the easements and new outlots.
- Prepare the Preliminary and Final Plat drawings in accordance with the City of Nisswa's Preliminary and Final Plat application requirements.

Office Computations and Drawings (cont'd)

- Obtain the required independent plat check
- Perform the final plat staking calculations
- Obtain mylar copies suitable for recording

Civil Engineering Services for Platting **$13,800.00**

Right-of-Way Corridor Alignment Determination

- Utilize LIDAR surface, available aerial information, prior development concepts, and existing conditions for corridor location determination.
- Base right-of-way corridor alignment on a 40 MPH design speed.
- Base alignment on a minimum 85-foot-wide Right-of-Way width.
- Base alignment on the most direct route from CSAH 77 to the controlled intersection location reviewed with MnDOT and at the utility crossing for Lift Station 12.
- Base alignment on avoidance/minimization of wetland and other resource impacts.
- Base alignment on known land development plans reviewed with the city and a review of potential storm water generated from impervious development and reserve acreage locations for stormwater management.
- Does not include geotechnical analysis of corridors, in-depth traffic analysis, environmental investigation, additional subdivision concepts, roadway or utility design, or permitting.

Concept Review and Stakeholder Feedback

- We will facilitate one meeting with governmental agencies including City, County, and MnDOT to obtain feedback.
- We will facilitate one meeting with private property owners to obtain feedback in the area of the proposed corridor.
- The preliminary plat will be prepared after consideration of stakeholder feedback and submitted to Nisswa Planning and Zoning for additional review in accordance with Planning and Zoning procedures and requirements.
- Typical roadway cross-section and alignment drawing.

Based on your request, it is our understanding that the following are exceptions to the City's platting requirements and are not included in our proposed services

- City will pay all required fees and escrow.
- Utility, grading, stormwater, erosion control and landscaping plans and specifications along with engineer's estimate of probable cost are not required.
- Plat does not need to be submitted to private utility companies.
- Necessary title review will be completed by the City Attorney.

Widseth proposes to perform the detailed scope of services described above for the Subdivision Platting for the amount indicated above as **$31,300.00.**

If you agree with our proposed scope of services, please sign and return one copy of this letter to us as our formal authorization to proceed with the project. We propose to have the Survey Platting services completed and ready for submittal to the City of Nisswa within 90-120 days of signed acceptance of this proposal with the intention to have the work completed and available for the next available submittal deadline. We thank you for giving us the opportunity to submit this proposal and again look forward to working with City on this project.

Sincerely,

WIDSETH

Chad M. Conner, LS, CFedS
Vice President

David S. Reese, PE
Vice President

Proposed by Widseth

Accepted by* the City of Nisswa: *The above proposal and attached General Provisions of Professional Services Agreement are satisfactory and Widseth is authorized to do the work as specified.

Jennifer Carnahan, Mayor _____ Date _____

Maggi Wentler, Interim City Administrator _____ Date _____

General Provisions of Professional Services Agreement

WIDSETH
ARCHITECTS ▪ ENGINEERS
SCIENTISTS ▪ SURVEYORS

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.

2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.

3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:

   (a) Travel and subsistence.
   (b) Specialized computer services or programs.
   (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
   (d) Identifiable reproduction and reprographic costs.
   (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.

4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warrantees, express or implied, are made by WIDSETH.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.

3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.

4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.

5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.

7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.

8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

   If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

   With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)
If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION
If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT
If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES
WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND
CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE
WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT
Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES
Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION
It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW
This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK
In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION
WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY
Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE
PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

CITY OF NISSWA

G9

To: Nisswa City Council

Prepared by: Thomas Blomer, Public Works Director

Date: 3/10/2026

Item: Sewer Line Jetting and Televising for 2026

Action Requested: I am looking for approval of sewer line jetting and televising services for 2026. I recommend contracting with Nelson Sanitation for this service.

Background: We have roughly divided the city up into thirds for this project. We performed the first phase of this project to prepare for the 2026 Road Bond. This is the second phase of this project. Jetting is done annually to remove potential line clogging material. Televising is done to check the condition of sewer lines. This is also done to identify inflow and infliltration issues that may exist, for repair. This is the first time to my knowledge the entire system will have been televised. We are looking to establish that we televise the system every 10 years. We have been jetting the entire system every 3 year since the system started up.

Budget Impact: Nelson Sanitation will complete the project for $21,600. We also obtained a second quote for the work from JJL Inc. They came in with a quote for $28050. We attempted to obtain quotes from two other companies. One declined to quote, the other has recently gone out of business.

Attachments: A copy of the quotes from Nelson Sanitation and JJL Inc.

Price Quote for: City of Nisswa, Mn

Quote Date: March 9, 2026

CUSTOMER: City of Nisswa, Mn
PROJECT: 3 year sewer cleaning maintenance program – Starting in 2026

PLEASE MARK DESIRED LEVEL AND DURATION OF SERVICE

☐ **Jetting/Vacuum(mainlines) -**	8" – 12" pipe approx. 17,000 ft. /year @ $0.80/ft.	= $13,600 /year
☐ **Televising (mainlines) -**	8" – 12" pipe approx. 17,000 ft. /year @ $0.80/ft.	= $13,600 /year
☐ **Lateral Launching(services) -**	If necessary (price is for minimum 5) @ $300/each	= $TBD
☐ **Line Locate/Tracing -**	Line Locate/Trace as needed @ $50/each locate	= $TBD
Mobilization -	Each Trip (double if clean & televise)	= $850.00
☐ **Emergency Calls -**	See details below	= $TBD *(no charge on multi-year plan)*

Duration: ☐ 2026 ☒ 2026 thru 2028 ☐ 2026 thru _____ *(specify)*

Deliverables & Specifications: In connection with its work on the Project, JJL will satisfy performance standards and produce deliverables as follows:

- NASSCO PACP & LACP Certified camera operator;
- Clean and Televise in accordance with NASSCO standards;
- Cleaning and Televising reports (color with still pictures);
- Televising video (your choice of DVD, VHS, or USB flash drive format); and
- GPS mapping of Sanitary mainlines only and emergency call service at no additional cost under multi-year maintenance program.

THIS PRICE QUOTE COVERS ONLY THE SERVICES AND SPECIFICATIONS LISTED ABOVE, AND IS GOOD FOR 30 CALENDAR DAYS FROM THE QUOTE DATE.

Additional Fees & Modifications: The fees and/or services listed below are not included in the above Price Quotes. Consequently, if you add these fees and/or services to the Project your total costs will increase. In the alternative, you can request to modify your service plan in order to manage expenses (e.g., reduce pipe footage in response to increased price-per-foot).

- Add additional lines at same segment price per foot quoted above;
- Root cutting, tap cutting, and lift station cleaning charged additional $425/hr. with 1 hour minimum;
- LETS (lateral evaluation television system) camera to launch from mainline into the service lateral up to 150 feet;
- Pipe sizes over 12" charged additional $0.05/ft. per pipe size increase (added to unit prices for pipe under 12" quoted above);
- After 3 full jetting passes, "heavy cleaning" will be charged (up to 3 more passes) at same unit price per foot quoted above (until complete or directed by Customer).
- Downtime: If JJL provides any of the services listed in the "Customer Obligations" section, below, you will be charged a rate of $500/hr. (per crew) until regular contract work can be resumed.
- Emergency Rates: If you are on a multi-year maintenance program, then emergency calls are charged at contracted mobilization and unit rates as specified in this Price Quote. If you are not on a multi-year maintenance program and if work needs to be done within 36-hours of a request, you will be charged a flat rate of $500 plus $500/hr. (per crew) from the time the crew is deployed from its then current location until the requested emergency work is completed.
- If the cost of fuel exceeds $3.50/gallon, a fuel surcharge will be added to the fee for Mobilization.

Customer Obligations: Customer (and your designated contractor(s), where applicable) is obligated to perform as outlined below. Failure to satisfy these obligations will increase the total cost of the Project, and in some cases may prevent JJL from performing contracted services. If JJL performs any of these obligations on your behalf, we are entitled to reimbursement for all costs incurred, as well as fees charged at the hourly rate as specified in the prior section under "Downtime."

- Provide solid access, locate, and expose manholes in specified Project work areas;
- Provide water, dump site, and sewer bypass pumping, if necessary; and
- Provide/secure bonds, if needed.

Cell. 320.290.5764 Office. 320.965.2374 Fax. 320.965.2309
7505 County Road 103 SW | Kensington, MN 56343
www.JohnsonJet-Line.com

GENERAL TERMS & CONDITIONS

1. **Fees & Payment Terms**.

(a) Regular Contracted Services: Services performed under a multi-year plan will be billed according to the terms listed in this Price Quote, and invoiced within 30-days of performance. You agree to issue payment within 45-days of the invoice date.

(b) Emergency Service: Unless otherwise agreed, you will be invoiced immediately upon completion of any emergency services, and you agree to pay the invoiced amount within 10-days of the emergency service invoice date.

(c) JJL will be entitled to payment for any services actually performed that are not included in this Price Quote, and reimbursement for any actual expense/cost paid on your behalf, pursuant to the terms provided above.

(d) You acknowledge and agree that payment constitutes your expressed approval and acceptance of all work and services as performed by JJL.

(e) Overdue Invoices & Attorney's Fees: If any invoiced amount is not received by JJL by the applicable due date, then without limiting JJL's rights or remedies, (i) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (ii) JJL may condition the performance of any remaining services under this Price Quote on payment terms shorter than those specified in Section 1(a) and 1(b), above. Customer further agrees to reimburse JJL for any reasonable legal, collection, and/or attorney's fees incurred to effect settlement and payment of any past due amounts.

2. **Duration, Renewal & Termination**.

(a) This Project will commence upon execution of this Price Quote by both parties and last for the duration specified above. JJL, in consultation with you, will determine the schedule for performing services for the duration of the Project, including the date of final service. JJL will notify you when the date of final service has been determined.

(c) This Project Agreement will not renew automatically. The parties must enter a new agreement at the conclusion of this Project if they desire to continue service. Scope, pricing, and all other aspects of service will be negotiated at that time.

(d) The term of this Project may be extended or terminated prior to the date of final service upon the mutual agreement of the parties. If terminated prior to the date of final service, JJL shall be entitled to compensation for any services performed and expenses incurred up to the date of termination.

3. **Independent Contractor**. The relationship between JJL and Customer is that of independent contractor. JJL is not an employee of the Contractor. It is JJL's responsibility to withhold all federal, state, or local income taxes, social security taxes, unemployment, and other payroll taxes required by law for services rendered under this Project Agreement.

4. **Confidentiality.** Any information, documents, materials, machines, processes, or other aspects of JJL's work on the Project is considered to be proprietary and confidential, and you agree not to disclose or use it for your own benefit or for the benefit of any third-party without first receiving written consent from JJL.

5. **Acceptance & Effectiveness.** By signing below, you accept the terms and conditions of this document in its entirety. Any addendums or additions shall be made in writing and signed by both parties. If the parties subsequently enter into any contract, agreement, etc., then it will be considered to constitute acceptance of this Price Quote irrespective of any provision therein to the contrary. Furthermore, this Price Quote shall be incorporated by reference and made a fully enforceable part of that contract, agreement, etc. Unless otherwise agreed to by the parties, any and all inconsistencies between this document and a subsequently entered contract, agreement, etc. will be resolved in favor of this document.

6. **Failure to Exercise or Enforce.** Except as provided under Section 1(d), above, the failure of either party to enforce or exercise their rights shall not be construed to be a waiver of such right and/or the right to insist upon strict compliance with the obligations or the terms herein.

7. **Severability.** The terms of this Price Quote are severable, and if any term or provision is declared by a court of competent jurisdiction to be illegal, the remainder of the provisions shall continue to be valid and fully enforceable.

8. **Choice of Law, Forum Selection & Costs; NASSCO Guidelines**. This Agreement shall be construed and interpreted according to the substantive law of Minnesota, excluding the law of conflicts. Any action brought to enforce the terms and conditions provided herein, or for the breach thereof, shall be brought and tried in Minnesota. To the extent permitted by law, the losing party in any lawsuit, arbitration proceeding, etc. between Customer and JJ-L (and properly adjoined third-parties) shall pay the reasonable legal fees and costs of the prevailing party. The guidelines published by the National Association of Sewer Service Companies (NASSCO) (available here), as updated from time to time, shall be the primary authority for defining industry terms, establishing standards of performance, and for addressing all other industry-specific questions or matters.

9. **Force Majeure.** The parties shall not be held responsible or liable for any loss, damage, or delay in the performance of the Project due to strikes, walkouts, acts of God, governmental restrictions, enemy action, civil commotion, public health crises or stay-at-home or shelter-in-place orders, unavoidable casualty, or other causes similar or dissimilar that are beyond their control.

This Price Quote is JJL's best attempt to summarize the scope and estimate the cost of your project. By signing below, you represent that you have read the Price Quote in its entirety (including the "General Terms & Conditions" listed above), that you understand all its terms, that we have accurately described the services to be performed, and that you agree to pay the rates quoted for those services. You promise to honor the terms and to perform in the manner specified throughout this document, and you acknowledge that both of us intend for this document to govern the relationship between us as it relates to the Project. ACCORDINGLY, we both promise to take all necessary steps to incorporate this Price Quote, in its entirety, into any contract, agreement, etc. that we may enter in the future in connection with this Project (irrespective of any provisions to the contrary).

Please sign below and submit by fax (320-965-2309) or e-mail (chase@johnsonjet-line.com) within 30 days of the date at the top of page one.

PRINT NAME: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

☐ *I AM AUTHORIZED TO EXECUTE THIS DOCUMENT AND TO ACT ON BEHALF OF THE CUSTOMER NAMED HEREIN..*

Nelson Sanitation & Rental Inc.

Hydrovac & Televising Services Quote

PREPARED ON: 3/4/2026
CUSTOMER: City of Nisswa
PROJECT: 2026 Maintenance Jetting and Televising
LOCATION: Nisswa, Mn

SCOPE OF WORK: Jetting and Televising of Existing Sanitary Sewer

COST: Approx. 17,000LF of 8" & 10" PVC x $1.25 per foot=$21,250.00

MOBILIZATION FEE: $350.00-One-time fee is all pipe is ready & one trip is requested.

Total: $21,600.00

Service requestor responsibilities: Provide exposed and accessible manholes or catch basins prior to arrival of our service team. Trucks must be able to get close to access points. Provide access to water/fire hydrant at project site and a location to dump debris at site if needed. Provide traffic control if necessary. Provide a legible plan/map showing the direction of flow and manhole/catch basin identification numbers. The service requestor is responsible for controlling flow if needed.

Downtime: If any of the above-mentioned obligations are not met at the agreed upon time of service, the Customer will be charged at a hourly rate of $305 per hour for hydro-vac & $250 per hour for televising unit.

Disposal fee(s) may apply per day when work is performed. If city cannot provide dump/washout location at end of each working day.

Extra charges may apply if water is not available from a hydrant or equivalent at the job site.

If easement jetter machine is needed due to limited access an extra charge of $1.00 per foot will be added. If there is no needed for easement jetter machine, then there will no extra charge for it.

"Heavy Cleaning" charges may apply after 3 full jetting passes. Heavy cleaning (up to 3 more passes) is charged at the same unit price per foot as quoted above until complete or instructed by the customer.

Nelson Sanitation & Rental, Inc. is a locally-owned business since 1979 - providing portable restroom rental, septic pumping and hydrovac/ televising services across Minnesota.

Prepared by:
Derek Kiffmeyer
Operator/Sales
Email: Dkiffmeyer@NelsonSanitation.com
Direct: 218.833.9134
Office: Rice 320.393.2787 | Brainerd 218.270.0339

CITY OF NISSWA

G10

To: Nisswa City Council

Prepared by: Thomas Blomer, Public Works Director

Date: 3/10/2026

Item: Reappoint Dil Stachour to the Public Works Committee, Add Joe Hall as a Second Committee Liasson, and Advertise for the vacant seat on the Committee.

Action Requested: I am looking to have the Council reappoint Dil Stachour to the Public Works Committee. I am asking to have Joe Hall confirmed as a second Council Liasson to the committee, and I am also looking to have the Council approve advertising to find a new member to appoint to the committee.

Background: Dil has served two consecutive terms and it's the city's policy to limit members to two. Dil has been a valuable member of the committee with lots of great input and ideas. We would like to offer him a third term. He is willing to do so.

We also want to advertise to fill a vacant position on the committee. This is a seat that has been filled by Peter Mann and has not been refilled.

Finally, we would like to add a second Council member to the committee. We want to ask the Council to confirm Joe Hall as the second member.

Public Works Committee Recommendation: The committee recommends waiving the two-term limit for Dil and reappointing him. They recommend adding Joe Hall as a second Council Liasson. They also recommend advertising to add an additional member to the committee.

Budget Impact: None.

Attachments: None.

CITY OF NISSWA

To: Nisswa City Council

Prepared by: Maggi Wentler & Shawn Bailey

Date: 3/17/26

Item: 2026 Fire Department Budget and 2026 Fire Contracts

Action Requested:

Motion to approve the 2026 Fire Department Budget and 2026 Fire Contracts as presented.

Background:

Attached you will find the 2026 proposed Fire Department Budget and the proposed 2026 Fire Contracts for the City of Lake Shore, Lake Edward Township, Pelican Township and the City of Pequot Lakes.

Budget Impact:

There is a proposed increase to the budget of 8.83% over the 2025 budget.

Attachments:

Proposed 2026 Fire Contracts

Proposed 2026 Fire Department Budget

Proposed 2026 Fire Contracts for each contracted area

FIRE PROTECTION AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March 2026, by and between the CITY OF NISSWA, COUNTY OF CROW WING, STATE OF MINNESOTA, party of the first part, and TOWN OF LAKE EDWARD, COUNTY OF CROW WING, STATE OF MINNESOTA, party of the second part.

WHEREAS, the second party, deeming it advisable to have available for the benefit of the residents of said TOWN OF LAKE EDWARD, fire and first responder services of the first parties Fire Department, and the electors of said TOWN having pursuant to law, provided a fund for the furnishings of such services, and,

WHEREAS, the first party has by appropriate action authorized the Mayor and Clerk to enter into a contract with the second party for the furnishings of said services.

NOW THEREFORE, it is mutually agreed between the parties hereto, that during the term of this contract, the First Party will answer any and all fire and first responder calls of the residents of the TOWN OF LAKE EDWARD, and will respond to such calls with suitable fire fighting apparatus manned by at least three members of the Nisswa Fire Department or such first responder calls with such emergency equipment as appropriate, who will render all assistance possible in the saving of life and property.

In consideration of said services, Second Party agrees to pay $95,226.00 which is 25.74% of the operating costs of the Fire Department and $3,862.00 which is 25.74% of the cost of the Firemen's Relief Association, which is to be made payable directly to the Nisswa Firemen's Relief Association.

$47,613.00 Contract payment due to the City of Nisswa on or before April 1, 2026.

$47,613.00 Contract payment due to the City of Nisswa on or before October 1, 2026.

$1,931.00 Firemen's Relief payment due to the Nisswa Firemen's Relief Association on or before April 1, 2026.

$1,931.00 Firemen's Relief payment due to the Nisswa Firemen's Relief Association on or before October 1, 2026.

First Party agrees that should the actual cost of operating its Fire Department during the calendar year 2026 be less than the money collected for the operation of the Nisswa Fire Department, it will apply 25.74% of the surplus in reducing the sum that Second Party will be required to pay for fire protection if it contracts with First Party during the following year. It is understood by all parties that the building rent, sinking fund, Administrative cost and Relief Association payment are fixed expenses and not subject to adjustment. The sinking fund is the only account that is jointly owned. A contracted Unit of government, if they do not renew their contract shall be entitled to a return equal to the percent of limited market value if they have contracted for five years or more. Areas with less than five years will receive their percentage or the actual input into the Fund, whichever is less. Once an item is purchased, it becomes the property of the City of Nisswa. Property purchased that exceeds the sinking fund will be depreciated at the amount of purchase price plus interest less amount from the sinking fund. Second Party agrees that should the actual cost of the operation of the Fire Department during the calendar year 2026 exceeds the money collected for the operation of the Fire Department, it will pay 25.74% of the shortage in addition to the sum that Second Party will be required to pay for services if it contracts with First Party during the following contract year. All shortages or surpluses will be adjusted in the first payment due under

the following years fire contract.

It is understood and agreed that at times, weather and road conditions through the various seasons of the year can and no doubt will interfere in the rendering of such services, in which event, failure to furnish the service herein agreed upon shall not be taken to be a breach of this agreement.

It is further understood and agreed that should two or more fire or first responder calls be received from property owners within the TOWN limits of the second party, they shall be answered in the order of their receipt unless the Fire Chief or other officer in charge of the Fire Department at the time, otherwise directs.

It is further understood and agreed that the First Party shall not be liable to the Second Party for loss or damage of any kind whatever resulting from any failure to present, control or extinguish any fire or to render aid, whether such loss or damage is caused by the negligence of the officer, agents, or employees of the City of Nisswa or its Fire Department or otherwise.

It is further agreed and understood that in responding to fire and first responder calls within the TOWN Limits of the Second Party, the Fire Chief or other officer in charge of the Fire Department at the time shall dispatch only such personnel and equipment as, in his opinion can be safely spared by the City. In case an emergency arises within the City while equipment and personnel of the Fire Department are engaged in responding within the TOWN limits of the Second Party, the Fire Chief or other officer in charge of the Fire Department may, in his discretion, recall to the City, such equipment and Personnel as he may, in his opinion, consider necessary to meet the emergency.

This contract shall be in force for a term from March 31, 2026 to March 31, 2027,

at 12:01 a.m. standard time.

This contract is executed in duplicate, each party has a copy, and each copy shall be deemed an original for all purposes.

WITNESS the signatures of said officers this 1st day of March 2026.

CITY OF NISSWA

ATTEST: _____ BY: _____
Clerk Mayor

TOWN OF LAKE EDWARD

ATTEST: _____ BY: _____
Clerk Supervisor

The City of Nisswa agrees to furnish fire protection and first responder services as stated in the Fire Protection Agreement to all Sections of the Town of Lake Edward.

WITNESS the signatures of said officers this 1st day of March 2026.

CITY OF NISSWA

ATTEST: _____ BY: _____
Clerk Mayor

TOWN OF LAKE EDWARD

ATTEST: _____ BY: _____
Clerk Supervisor

FIRE PROTECTION AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March 2026, by and between the CITY OF NISSWA, COUNTY OF CROW WING, STATE OF MINNESOTA, party of the first part, and CITY OF LAKE SHORE, COUNTY OF CASS, STATE OF MINNESOTA, party of the second part.

WHEREAS, the second party, deeming it advisable to have available for the benefit of the residents of said CITY OF LAKE SHORE, fire and first responder services of the first parties Fire Department, and the electors of said CITY having pursuant to law, provided a fund for the furnishing of such services, and,

WHEREAS, the first party has by appropriate action authorized the Mayor and Clerk to enter into a contract with the second party for the furnishings of said services.

NOW THEREFORE, it is mutually agreed between the parties hereto, that during the term of this contract, the First Party will answer any and all fire and first responder calls of the residents of the CITY OF LAKE SHORE, and will respond to such fire calls with suitable fire fighting apparatus manned by at least three members of the Nisswa Fire Department or such first responder calls with such emergency equipment as appropriate, who will render all assistance possible in the saving of life and property. In consideration of said services, second party agrees to pay $118,768.00 which is 32.11% of the operating costs of the Fire Department and $4,816.00 which is 32.11% of the cost of the Firemen's Relief Association, which is to be made Payable directly to the Nisswa Firemen's Relief Association.

$59,384.00 Contract payment due to the City of Nisswa on or before April 1, 2026.

$59,384.00 Contract payment due to the City of Nisswa on or before October 1, 2026.

$2,408.00 Firemen's Relief payment due to the Nisswa Firemen's Relief Association on or before April 1, 2026.

$2,408.00 Firemen's Relief payment due to the Nisswa Firemen's Relief Association on or before October 1, 2026.

First party agrees that should the actual cost of operating its Fire Department during the calendar year 2026 be less than the money collected for the operation of the Nisswa Fire Department, it will apply 32.11% of the surplus in reducing the sum that second party will be required to pay for services if it contracts with first party during the following year. It is understood by all parties that the building rent, sinking fund, Administrative cost and Relief Association payment are fixed expenses and not subject to adjustment. The sinking fund is the only account that is jointly owned. A contracted unit of government, if they do not renew their contract shall be entitled to a return equal to the percent of limited market value if they have contracted for five years or more. Areas with less than five years will receive their percentage or the actual input into the fund, whichever is less. Once an item is purchased, it becomes the property of the City of Nisswa. Property purchased that exceeds the sinking fund will be depreciated at the amount of purchase price plus interest less amount from the Sinking Fund. Second party agrees that should the actual cost of the operation of the Fire Department during the calendar year 2026 exceed the money collected for the operation of the Fire Department, it will pay 32.11% of the shortage in addition to the sum that second party will be required to pay for fire protection if it contracts with first party during the following contract year. All shortages or surpluses will be adjusted in the first

payment due under the following years fire contract.

It is understood and agreed, that at times, weather and road conditions through the various seasons of the year can and no doubt will interfere in the rendering of such services, in which event, failure to furnish the service herein agreed upon shall not be taken to be a breach of this agreement.

It is further understood and agreed, that should two or more fire or first responder calls be received from property owners within the CITY limits of the second party, they shall be answered in the order of their receipt unless the Fire Chief or other officer in charge of the Fire Department at the time, otherwise directs.

It is further understood and agreed that the first party shall not be liable to the Second party for loss or damage of any kind whatever resulting from any failure to prevent, control or extinguish any fire or to render aid, whether such loss or damage is caused by the Negligence of the officer, agents, or employees of the City of Nisswa or its Fire Department or otherwise.

It is further agreed and understood that in responding to fire and first responder calls within the CITY Limits of the second party, the Fire Chief or other officer in charge of the Fire Department at the time, shall dispatch only such personnel and equipment as, in his opinion can be safely spared by the City. In case an emergency arises within the City while equipment and personnel of the Fire Department are engaged in fighting a fire or responding within the CITY limits of the Second Party, the Fire Chief or other officer in charge of the Fire Department may, in his discretion, recall to the City, such equipment and Personnel as he may, in his opinion, consider necessary to meet the emergency.

This contract shall be in force for a term from March 31, 2026 to March 31, 2027,

at 12:01 a.m. standard time.

This contract is executed in duplicate, each party has a copy, and each copy shall be deemed an original for all purposes.

WITNESS the signatures of said officers this 1st day of March 2026.

CITY OF NISSWA

ATTEST: _____ BY: _____

Clerk Mayor

CITY OF LAKE SHORE

ATTEST: _____ BY: _____

Clerk Mayor

FIRE PROTECTION AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March 2026, by and Between the CITY OF NISSWA, COUNTY OF CROW WING, STATE OF MINNESOTA, party of the first part, and TOWN OF PELICAN, COUNTY OF CROW WING, STATE OF MINNESOTA, party of the second part.

WHEREAS, the second party, deeming it advisable to have available for the benefit of the residents of said TOWN OF PELICAN fire and first responder services of the first Parties Fire Department, and the electors of said TOWN having pursuant to law, provided a fund for the furnishings of such services, and,

WHEREAS, the first party has by appropriate action authorized the Mayor and Clerk to enter into a contract with the second party for the furnishings of said services.

NOW THEREFORE, it is mutually agreed between the parties hereto, that during the term of this contract, the First Party will answer any and all fire and first responder calls of the Residents of the TOWN OF PELICAN, and will respond to such calls with suitable fire fighting apparatus manned by at least three members of the Nisswa Fire Department or such first responder calls with such emergency equipment as appropriate, who will render all assistance possible in the saving of life and property. In consideration of said services, Second Party agrees to pay $7,486.00 which is 2.02% of the operating costs of the Fire Department and $304.00, which is 2.02% of the cost of the Firemen's Relief Association, which is to be made payable directly to the Nisswa Firemen's Relief Association.

$3,743.00 Contract payment due to the City of Nisswa on or before April 1, 2026.

$3,743.00 Contract payment due to the City of Nisswa on or before October 1, 2026.

$152.00 Firemen's Relief payment due to the Nisswa Firemen's Relief Association on or before April 1, 2026.

$152.00 Firemen's Relief payment due to the Nisswa Firemen's Relief Association on or before October 1, 2026.

First Party agrees that should the actual cost of operating its Fire Department during the calendar year 2026 be less than the money collected for the operation of the Nisswa Fire Department, it will apply 2.02% of the surplus in reducing the sum that Second Party will be required to pay for services if it contracts with First Party during the following year. It is understood by all parties that the building rent, sinking fund, Administrative cost and Relief Association payment are fixed expenses and not subject to adjustment. The sinking fund is the only account that is jointly owned. A contracted Unit of government, if they do not renew their contract shall be entitled to a return equal to the percent of limited market value if they have contracted for five years or more. Areas with less than five years will receive their percentage or the actual input into the Fund, whichever is less. Once an item is purchased, it becomes the property of the City Of Nisswa. Property purchased that exceeds the sinking fund will be depreciated at the amount of purchase price plus interest less amount from the sinking fund. Second Party agrees that should the actual cost of the operation of the Fire Department during the calendar year 2026 exceed the money collected for the operation of the Fire Department, it will pay 2.02% of the shortage in addition to the sum that Second Party will be required to pay for fire protection if it contracts with First Party during the following contract year. All shortages or surpluses will be adjusted in the first payment due under the following years fire contract.

It is understood and agreed, that at times, weather and road conditions through the various seasons of the year can and no doubt will interfere in the rendering of such services, in which event, failure to furnish the service herein agreed upon shall not be taken to be a breach of this agreement.

It is further understood and agreed, that should two or more fire or first responder calls be received from property owners within the TOWN limits of the second party, they shall be answered in the order of their receipts unless the Fire Chief or other officer in charge of the Fire Department at the time, otherwise directs.

It is further understood and agreed that the First Party shall not be liable to the Second Party for loss or damage of any kind whatever resulting from any failure to prevent, control or extinguish any fire or to render aid, whether such loss or damage is caused by the negligence of the officer, agents, or employees of the City of Nisswa or it Fire Department or otherwise.

It is further agreed and understood that in responding to fire and first responder calls within the TOWN Limits of the Second Party, the Fire Chief or other officer in charge of the Fire Department at the time, shall dispatch only such personnel and equipment as, in his opinion can be safely spared by the City. In case an emergency arises within the City while equipment and personnel of the Fire Department are engaged in fighting a fire or responding within the TOWN limits of the Second Party, the Fire Chief or other officer in charge of the Fire Department may, in his discretion, recall to the City, such equipment and personnel as he may, in his opinion, consider necessary to meet the emergency.

This contract shall be in force for a term from March 31, 2026 to March 31, 2027, at 12:01 a.m. standard time.

This contract is executed in duplicate, each party has a copy, and each copy shall be deemed an original for all purposes.

WITNESS the signatures of said officers this 1st day of March 2026.

THE CITY OF NISSWA

ATTEST: _____ BY: _____
Clerk Mayor

TOWN OF PELICAN

ATTEST: _____ BY: _____
Clerk Supervisor

The City of Nisswa agrees to furnish fire protection and first responder services as stated in the Fire Protection Agreement to the following Sections of the Town of Pelican:

All of Sections 31, 32
Part of Sections 29, 30, 33

WITNESS the signatures of said officers this 1st day of March, 2026.

THE CITY OF NISSWA

ATTEST: _____ BY: _____
Clerk Mayor

TOWN OF PELICAN

ATTEST: _____ BY: _____
Clerk Supervisor

FIRE PROTECTION AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March 2026, by and Between the CITY OF NISSWA, COUNTY OF CROW WING, STATE OF MINNESOTA, party of the first part, and CITY OF PEQUOT LAKES, COUNTY OF CROW WING, STATE OF MINNESOTA, party of the second part.

WHEREAS, the second party, deeming it advisable to have available for the benefit of the residents of said CITY OF PEQUOT LAKES, fire and first responder services of the first parties Fire Department, and the electors of said CITY having pursuant to law, provided a fund for the furnishings of such services, and

WHEREAS, the first party has by appropriate action authorized the Mayor and Clerk to enter into a contract with the second party for the furnishings of such services.

NOW THEREFORE, it is mutually agreed between the parties hereto, that during the term of this contract, the First party will answer any and all fire and first responder calls of the residents of the CITY OF PEQUOT LAKES, and will respond to such fire calls with suitable fire fighting apparatus manned by at least three members of the Nisswa Fire Department or such first responder calls with such emergency equipment as appropriate, who will render all assistance possible in the saving of life and property. In consideration of said services, second party agrees to pay $2,685.00 which is 0.73% of the operating cost of the Fire Department and $109.00 which is 0.73% of the costs of the Firemen's Relief Association, which is to be made payable directly to the Nisswa Firemen's Relief Association.

$1,342.50 Contract payment due to the City of Nisswa on or before April 1, 2026.

$1,342.50 Contract payment due to the City of Nisswa on or before October 1, 2026.

$54.50 Firemen's Relief payment due to the Nisswa Firemen's Relief Association on or before April 1, 2026.

$54.50 Firemen's Relief payment due to the Nisswa Firemen's Relief Association on or before October 1, 2026.

First party agrees that should the actual cost of operating its Fire Department during the calendar year 2026 be less than the money collected for the operation of the Nisswa Fire Department, it will apply 0.73% of the surplus in reducing the sum that Second Party will be required to pay for services if it contracts with first party during the following year. It is understood by all parties that the building rent, sinking fund, Administrative cost and Relief Association payment are fixed expenses and not subject to adjustment. The sinking fund is the only account that is jointly owned. A contracted Unit of government, if they do not renew their contract shall be entitled to a return equal to the percent of limited market value if they have contracted for five years or more. Areas with less than five years will receive their percentage or the actual input into the fund, whichever is less. Once an item is purchased, it becomes the property of the City of Nisswa. Property purchased that exceeds the sinking fund will be depreciated at the amount of purchase price plus interest less amount from the Sinking Fund. Second party agrees that should the actual cost of the operation of the Fire Department during the calendar year 2026 exceed the money collected for the operation of the Fire Department, it will pay 0.73% of the shortage in addition to the sum that Second party will be required to pay for fire protection if it contracts with first party during the following contract year. All shortages or surpluses will be adjusted in the

first payment due under the following years fire contract.

It is understood and agreed, that at times, weather and road conditions through the various seasons of the year can and no doubt will interfere in the rendering of such services, in which event, failure to furnish the service herein agreed upon shall not be taken to be a breach of this agreement.

It is further understood and agreed, that should two or more fire or first responder calls be received from property owners within the CITY limits of the second party, they shall be answered in the order of their receipt unless the Fire Chief or other officer in charge of the Fire Department at the time, otherwise directs.

It is further understood and agreed that the first party shall not be liable to the Second Party for loss or damage of any kind whatever resulting from any failure to prevent, control or extinguish any fire or to render aid, whether such loss or damage is caused by the negligence of the officer, agents or employees of the City of Nisswa or its Fire Department or otherwise.

It is further agreed and understood that in responding to fire and first responder calls within the City Limits of the Second Party, the Fire Chief or other officer in charge of the Fire Department at the time, shall dispatch only such personnel and equipment as, in his opinion can be safely spared by the City. In case an emergency arises within the City while equipment and personnel of the Fire Department are engaged in responding within the CITY limits of the Second Party, the Fire Chief or other officer in charge of the Fire Department may, in his discretion, recall to the City, such equipment and Personnel as he may, in his opinion, consider necessary to meet the emergency.

This contract shall be in force for a term from March 31, 2026 to March 31, 2027,

at 12:01 a.m. standard time.

This contract is executed in duplicate, each party has a copy, and each copy shall be deemed an original for all purposes.

The City of Nisswa agrees to furnish fire protection and first responder services as stated in the Fire Protection Agreement to Section 36 of the City of Pequot Lakes.

WITNESS the signatures of said officers this 1st day of March, 2026.

CITY OF NISSWA

ATTEST: _____ BY: _____
Clerk Mayor

CITY OF PEQUOT LAKES

ATTEST: _____ BY: _____
Clerk Mayor

2026 Fire Department Budget - Proposed

Revenues	Account Title	12/31/2023 2023 Actual	12/31/2024 2024 Actual	12/31/2025 2025 Budget	6/30/2025 Jan - June 2025	2026 Proposed Budget	$ Inc.	% Inc.	Notes
210-33121	FD FEDERAL GRANTS & AIDS	-	-	-	-		-	#DIV/0!	
210-33401	FD TRAINING REIMBURSEMENT	40,382.62	12,693.85	-	11,614.00		-		
210-33440	FD STATE GRANTS & AIDS	-	-	-	-		-	#DIV/0!	
210-34202	FD SPECIAL PROTECTION SER	265,649.00	293,890.00	339,900.00	194,702.50	369,900.00	30,000.00	8.83%	
210-36210	FD INTEREST EARNED	3,856.69	427.24	-	375.80		-	#DIV/0!	
210-36230	FD CONT & DONATIONS	77,152.84	82,352.50	-	-		-	#DIV/0!	
210-36250	FD MISCELLANEOUS	8,707.00	6,411.45	-	5,113.13		-		
210-36251	FD REFUNDS & REIMBURSEMENTS	15,870.00	388.00	-	11,496.50		-	#DIV/0!	
210-39210	FD- TRANSFERS FROM OTHER FUNDS	-	-	-	-		-	#DIV/0!	
210-39990	FD SALE OF INVESTMENT	-	-	-	-		-	#DIV/0!	
	TOTAL REVENUES	**411618.15**	**396163.04**	**339,900.00**	**223,301.93**	**369,900.00**	**30,000.00**	**8.83%**	

Expenditures	Account Title	2023 Actual	2024 Actual	2025 Budget	6/30/2025 Jan - June 2025	2026 Proposed Budget	$ Inc.	% Inc.	Notes
210-42210-103	FD WAGES & SALARIES: PART-TIME	15,320.00	16,500.00	17,100.00	13,050.00	17,100.00	-	0.00%	
210-42210-110	FD OTHER PAY	74,912.00	70,000.00	85,000.00	-	100,000.00	15,000.00	17.65%	
210-42210-122	FD EMPLOYER FICA	5,594.48	5,363.00	6,400.00	809.11	6,400.00	-	0.00%	
210-42210-125	FD OTHER RETIREMENT CONTR	-	-	-	-		-	#DIV/0!	
210-42210-135	FD EMPLOYER MEDICARE	1,308.40	1,254.34	1,500.00	189.25	1,500.00	-	0.00%	
210-42210-140	FD UNEMPLOYMENT COMP	-	451.80	-	-		-	#DIV/0!	
210-42210-150	FD WORKER'S COMPENSATION	12,578.61	9,116.42	16,500.00	6,928.70	16,500.00	-	0.00%	
210-42210-210	FD OPERATING SUPPLIES	23,861.51	14,215.21	24,000.00	8,410.17	24,000.00	-	0.00%	
210-42210-217	FD UNIFORMS & EQUIPMENT	34,747.01	10,600.04	6,500.00	5,857.06	6,500.00	-	0.00%	
210-42210-219	FD RADIOS	8,267.98	5,423.68	8,500.00	544.00	10,000.00	1,500.00	17.65%	
210-42210-220	FD REPAIR & MAINTENANCE SUPPLI	5,088.54	3,929.79	500.00	2,051.22	4,000.00	3,500.00	700.00%	
210-42210-240	FD SMALL TOOLS & MINOR EQUIP	8,893.24	13,247.07	15,000.00	6,325.40	15,000.00	-	0.00%	
210-42210-300	FD PROFESSIONAL SERVICES	437.00	-	2,600.00	-	2,600.00	-	0.00%	
210-42210-301	FD AUDITING & ACCOUNTING	10,977.50	12,292.50	10,000.00	391.40	10,000.00	-	0.00%	
210-42210-305	FD PROFESSIONAL SERVICES MEDIC	1,740.00	-	2,100.00	-	2,100.00	-	0.00%	
210-42210-320	FD COMMUNICATION	3,510.08	2,608.05	2,100.00	1,370.85	2,100.00	-	0.00%	
210-42210-360	FD INSURANCE	7,568.00	7,908.00	8,000.00	7,983.00	8,000.00	-	0.00%	
210-42210-380	FD UTILITY SERVICES	9,463.98	8,042.28	15,000.00	5,694.53	15,000.00	-	0.00%	
210-42210-400	FD REPAIRS & MAINT - CONTRA	30,018.96	27,489.03	25,000.00	51,029.72	25,000.00	-	0.00%	
210-42210-433	FD DUES & SUBSCRIPTIONS	1,629.50	5,248.72	2,100.00	1,343.57	2,100.00	-	0.00%	
210-42210-438	FD SCHOOL\TRAINING	15,859.02	25,295.91	12,000.00	9,035.49	12,000.00	-	0.00%	
210-42210-520	FD CAPITAL: BUILDINGS & STRUCT	-	-	5,000.00	-	5,000.00	-	0.00%	
210-42210-570	FD CAPITALOUTLAY: OFFICE EQUIP	-	-	-	-		-	#DIV/0!	
210-42210-580	FD CAPITAL OUTLAY: OTHER EQUIP	507,195.30	54,995.78	-	1,200.00		-	#DIV/0!	
210-42210-800	FD INVESTMENTS PURCHASED	(0.38)	-	75,000.00	-	85,000.00	10,000.00	13.33%	
210-42210-810	FD REFUNDS & REIMBURSEMENTS	13,780.63	-	-	-		-	#DIV/0!	
210-49350-800	INVESTMENTS PURCHASED	-	-	-	-		-	#DIV/0!	
	TOTAL EXPENDITURES	**792,751.36**	**293,981.62**	**339,900.00**	**122,213.47**	**369,900.00**	**30,000.00**	**8.83%**	

DRAFT AS OF 3/4/2026

	2025 Land Values	2025 Bldg Values	2025 Total Values	% Share	Amount for Fire Contract	Amount for Relief Assoc.	Inc from 2025
Nisswa	712,958,455	703,498,008	1,416,456,463	39.40%	$145,735	$5,910	$14,003
Lake Shore	603,267,100	551,082,400	1,154,349,500	32.11%	$118,768	$4,816	$8,227
Lake Edward	488,832,359	436,711,008	925,543,367	25.74%	$95,226	$3,862	$6,415
Pelican	36,901,937	35,856,248	72,758,185	2.02%	$7,486	$304	$901
Pequot Lakes	13,912,566	12,186,383	26,098,949	0.73%	$2,685	$109	$454
	1,855,872,417	1,739,334,047	3,595,206,464	100.00%	$369,900	$15,000	$30,000

2026 Budget $369,900

8.83% *inc from 2025*

Please make separate checks for the contract payment and the relief payment.

Make checks for the contract payable to the City of Nisswa Fire Department.

Make Checks for the Relief payable to the Nisswa Relief Association.

Sinking Fund Balance at 12/31/2025: $ 227,223.84

Please return one signed copy of the contract along with the first half payment.

01/01/2026 THROUGH 12/31/2028

LABOR AGREEMENT

BETWEEN

THE CITY OF NISSWA

AND

MINNESOTA PUBLIC EMPLOYEES ASSOCIATION, INC.

SUPERVISOR'S UNIT

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ARTICLE 1
INTRODUCTION

1.1 This Agreement is made and entered into by and between the City of Nisswa hereinafter referred to as "the Employer" or "the City" and Minnesota Public Employees Association, Inc. hereinafter referred to as "the Union".

ARTICLE 2
RECOGNITION

2.1 The Employer recognizes the Union as the exclusive bargaining representative, under Minn. Stat. §179A.03, Subd. 8, as certified by the Bureau of Mediation Services, and described as: Confidential and supervisory employees of the City including the following Bargaining Unit position and current employees:

Park & Recreation Director
Spirits Manager
Public Works Director
Chief of Police
Pickle Manager
City Planner
Fire Chief

The parties agree that limited term, temporary and intermittent/casual employees are excluded from the bargaining unit.

2.2 The Fire Chief position, while an on-call, paid, "volunteer" position, does not receive disability insurance (short or long term), life insurance, health insurance, holiday pay or overtime compensation, does not work a traditional full-time schedule, and does not accrue vacation or sick time. All other provisions of this agreement shall apply to the Fire Chief.

2.3 In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3
DEFINITIONS

3.1 Employee: A member of the exclusively recognized bargaining unit.

3.2 Employer: The City of Nisswa or the Nisswa City Council.

3.3 Regular Full-time Employee: An employee in a classified bargaining unit position who is regularly scheduled to work 40 hours per week and has successfully completed the probationary period.

3.4 Regular Part-time Employee: An employee in a classified bargaining unit position who is regularly scheduled to work less than 40 hours per week and has successfully completed the probationary period.

3.5 Days: Except as indicated otherwise in the Agreement, all references to days are calendar days.

ARTICLE 4
UNION SECURITY

4.1 The Union may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) calendar days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the employer a current list of any non-employee business representative(s) upon execution of this agreement.

4.2 The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:

4.2.1 The Union may designate employees from the bargaining unit to act as a Steward and an alternate and shall inform the Employer in writing of such choice and changes in the position or steward and/or alternate.

4.2.2 The Employer agrees to allow stewards a reasonable amount of time off for the purpose of bargaining and processing grievances on behalf of Employees with prior notice to the Employer and a determination by the Employer that work needs permit such interruption. The Employer must approve the time off. The stewards shall notify the Employer upon resumption of their work.

4.2.3 A non-employee business representative of the Union, previously certified to the Employer as provided herein may come on the premises of the Employer for the purpose of bargaining and processing grievances.

4.3 In recognition of the Union as the exclusive representative:

4.3.1 The Employer shall deduct an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and

4.3.2 The Employer shall remit such deduction to the appropriate designated officer of the Union with a list of the names of the employees from whose wage deductions were made; and the Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.

4.3.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).

4.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by a Union member as a result of any action taken by the Employer under all provisions of this Agreement.

ARTICLE 5
MANAGEMENT RIGHTS

5.1 The Union recognizes the unrestricted right and full authority of the Employer to operate and manage its affairs in all respects in accordance with its management rights, existing and future laws and regulations of the appropriate authorities. The rights or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

5.2 Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all of its various aspects, including but not limited to the full and unrestricted right to operate and manage the workforce, all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule work, working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services including the right to subcontract any or all functions performed by members of this bargaining unit, to take any and all actions necessity to carry out the operations of the employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this agreement to the extent practicable, to assign duties, tasks, and jobs, and to perform such other inherent managerial function as set forth in the Minnesota Public Employee Labor Relations Act of 1971, as amended.

5.3 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some

other way not in conflict with the express provisions of this Agreement. However, the Employer's decisions in every such situation shall be considered by the parties and arbitrators as a past practice.

5.4 The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws. The Employer will provide the Union, when practicable, with notice of any proposed change in any policy applicable to the bargaining unit members at least ten (10) days prior to implementation of the policy. The policies which affect the terms and conditions of employment herein negotiated may not be changed without notice and consent of the Union.

5.5 Any term and condition of employment not specifically established or modified by the Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 6
NO STRIKE

6.1 Neither the Union, its officers or agents, nor any of the Employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slow-downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation of the rights, privileges or obligations of employment, during the life of this Agreement.

ARTICLE 7
INSURANCE

7.1 All eligible full-time employees may participate in the Employer's health insurance program, pursuant to the then existing rules and regulations for the Employer's health insurance program. An eligible employee is defined as an individual who would be covered under the health insurance coverage provisions of both the City's personnel policies and insurance plan documents between the City and insurer.

7.2 For the year 2026 the Employer will contribute $987.00 per month toward the single premium for health insurance and $1,523.00 per month toward the family premium for health insurance, under the Employer’s health insurance program. The parties to this agreement agree that insurance contributions under this provision for calendar years 2027 and 2028 shall be reopened for negotiation. All other terms and conditions of this agreement shall remain in force and effect and shall not be subject to reopening except otherwise provided under Article

20.

7.3 The employer will provide short-term disability insurance, long-term disability insurance, and a life insurance policy in the amount of $50,000.00 for all full-time employees.

ARTICLE 8
PROBATION

8.1 Probationary employees. All employees hired into a regular full- time position who are original hires, or rehires following separation, shall serve a probationary period of six (6) consecutive months of active work (which does not include time spent on a leave of absence except as may be required by law). The Employer may extend this probation one time for a period not to exceed ninety (90) days upon notice to the employee and Union. Notwithstanding this section, the probationary period for the police chief shall be one (1) year.

8.2 At any time during the probationary periods noted in Section 1, an employee may be terminated at the discretion of the Employer without such discharge being a violation of this Agreement and such termination is not a proper subject for Article 9. The probationary employee so terminated shall be notified in writing of the reasons for the termination and shall not have the right to appeal.

8.3 A permanent employee, not a newly hired employee, terminated during the probationary period from a position to which he/ she was transferred or promoted, wherever practicable shall be reinstated to the position from which he/ she was promoted or transferred, provided the former position is still available and said employee is still qualified based on merit and fitness. If the former position is not available, said employee shall be placed on a leave of absence without pay, unless terminated.

8.4 Probationary employees shall accrue sick leave and vacation leave during their probationary period but may not use said leave until they are off probation.

ARTICLE 9
GRIEVANCE PROCEDURE

9.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

9.2 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the steward and grievant employee(s) and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee(s) and the steward representative shall be allowed reasonable time, without pay, for the investigation or presentation of grievances during normal working hours.

9.3 Procedure. Grievances, as defined by Article 9, shall be resolved in conformance with the following procedure:

9.3.1 Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the first occurrence of the event constituting such alleged violation, present such grievance in writing to the City Administrator. The City Administrator will discuss the matter with the grievant and/or Union representative and give an answer to such Step 1 grievance to the Union representative within ten (10) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, shall be signed by the grievant and shall be appealed to Step 2 within ten (10) calendar days after the City Administrator's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

9.3.2 Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer designated Step 2 representative shall be the City Council, but the grievance writing must be presented to the Mayor with copy to the City Attorney. The Employer-designated representative shall give the Union representative the Employer's answer in writing within ten (10) calendar days following the Step 2 meeting.

Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days after receipt of such Step 2 grievance final answer shall be

considered waived. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2.

9.3.3 Step 3. Mediation: A grievance unresolved at Step 2 may be submitted to the MN Bureau of Mediation Services ("BMS") for mediation within 10 days after Union receipt of the Employer's response to Step 2. If the grievance is resolved through Mediation, the settlement shall be reduced to writing and signed by the Union and the Employer. If the grievance is unresolved through Mediation, it may be appealed to Step 4 within 10 days starting the day following the Mediation Meeting Session.

This Step may be declined by either party in writing to the other party. If either party elects to not go through witl1 Mediation after initially agreeing, it must be withdrawn in writing; then the grievance can be appealed to Step 4 within 10 days starting the day following the party's written withdrawal from mediation.

9.3.4 Step 4. The Union shall notify the Employer of a grievance unresolved in Step 3 and appealed to Step 4 in writing within ten (10) calendar days following Step 3. The Union shall notify the Bureau of Mediation Services within ten (10) calendar days of the notice of appeal to the Employer that the Union is submitting the matter to arbitration and the Union shall request that the Bureau of Mediation Services provide the parties with a list of arbitrators. The selection of an Arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services. The Union must contact the Employer within ten (10) calendar days of the date that the Bureau of Mediation Services has mailed the parties a list of arbitrators in order to strike arbitrators or notify the Employer of an objection to the list of arbitrators. The Employer will have a similar obligation to the Union to be prepared to strike arbitrators or notify the Union of an objection to the list of arbitrators. The matter will be then be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act.

9.4 Waiver. If a grievance does not comply with any of the procedural requirements in Article 9, it shall be considered "waived." If a grievance is not appealed in conformance with any of the procedural requirements in Article 9 or any agreed waiver of the requirements thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union at each step.

ARTICLE 10
ARBITRATOR'S AUTHORITY

10.1 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

10.2 The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. If the grievance is covered by law or statute, or not covered by the express provisions of this Agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation.

10.3 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

10.4 Class action grievances are not permitted pursuant to this collective bargaining agreement. Grievances must personally affect the named grievant(s). Choice of Remedy. It is specifically understood that any matters governed by statutory or regulatory provisions, except as expressly provided for in this Agreement, shall not be considered grievances under this agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. However, a claim by the Employer that a matter is not subject to grievance will be considered a waiver of this provision. If the aggrieved employee(s) utilizes a procedure other than the grievance procedure herein, then the employee is precluded from appealing under this procedure. If the employee utilizes this procedure, then the employee is precluded from appealing under another procedure. Employees may use both this grievance procedure and a statutory procedure to the extent that it is required by state or federal law.

ARTICLE 11
DISCIPLINE

11.1 The Employer will discipline employees only for just cause.

11.2. Discipline will be progressive, depending upon the severity of the infraction, and will typically be in the following order:

11.2.1. Oral reprimand
11.2.2. Written reprimand
11.2.3. Suspension
11.2.4. Demotion
11.2.5. Discharge

11.3 Written reprimands, suspensions, demotions, or discharges will be in written form.

11.4 Written reprimands and notices of suspension, demotion or discharge shall be read and acknowledged by signature of the Employee. Employee and the Union will receive a copy of such reprimand and/or notices.

11.5 Employees will be given an opportunity to have a Union representative present during questioning concerning an investigation which may result in disciplinary action.

11.6 Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the grievance procedure. The Union recognizes the City's current policy on "severe infractions" as being grounds for discharge.

ARTICLE 12
HOLIDAYS

12.1 The following will be recognized as paid holidays for full time regular employees:

New Year's Day (January 1)
Dr. Martin Luther King Jr. Day (Third Monday in January)
Presidents Day (Third Monday in February)
Memorial Day (Last Monday in May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (First Monday in September)
Veterans Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Friday after Thanksgiving Day (current ordinance)
Christmas Eve Day (December 24)
Christmas Day (December 25)

12.2 In the event that any of the holidays listed above fall on a Saturday, the Employer will observe the holiday on the prior Friday. In the event that any of the holidays listed above fall on a Sunday, the Employer will observe the holiday on the following Monday. Each holiday commences at the beginning of the first shift on the day in which the holiday occurs and continues for 24 hours thereafter. This section will not apply to individuals regularly scheduled to work weekends to the extent that the holiday falls on a regular work day.

12.3 Regular full-time employees in active status will receive payment for the holiday at their normal rate of pay if they are in a paid status during the last regular shift to which they would have been assigned prior to the holiday and the first regular shift to which they would have been assigned following the holiday.

Employees on a leave of absence (not in active status) other than vacation or sick leave on both the day prior to and following the holiday will not receive holiday pay except as required by law. This holiday payment will not be considered hours of work for purposes of overtime eligibility.

12.4 Employees may be required to work on paid holidays when the nature of their duties or other conditions require. An employee required to work on a holiday shall receive another day off with pay within 30 days thereafter as the Employer determines unless consideration is given to this factor in determining work schedules.

ARTICLE 13
VACATION

13.1 Vacation time may be accrued from one service year to another, to a maximum of 15 days. On the employee's anniversary date of each service year, any vacation accrual over 15 days will be forfeited.

13.2 Monetary payment in lieu of paid time off may be granted upon request of the Employee and approval of the council.

13.3 The Employer will approve vacation requests based on the needs of the City as determined by the Employer. Employees requesting vacation time should make reasonable effort to provide backup where appropriate and cover their duties for the time they will be absent. Reasonable requests for vacation will not be denied.

13.4 For full-time employees, time will be accrued according to the following schedule:

Vacation Leave Schedule	
Upon Hire & 1 Year	5 Days
2-5 Years	15 Days
6-14 Years	20 Days
15 & over Years	28 Days

A new employee will be granted five (5) days' vacation leave upon hire. The amount of leave shown in the above table will be credited to the employee's leave bank on their anniversary date based on years of service.

A "Day" shall equal the length of a normally scheduled shift at the time the vacation time is earned.

13.5 Upon termination of employment, all Vacation and Compensatory Time hours banked and not forfeited will be paid into the employee's qualifying HCSP.

ARTICLE 14
SICK LEAVE

14.1 Amount. Every permanent/ full time employee is entitled to sick leave with pay at the rate of 1 day for each calendar month of full-time employment. A "Day" shall equal the length of a normally scheduled shift at the time the sick time is earned. Sick leave may be accumulated to a maximum of 120 days and may be granted in units of not less than 1 hour.

14.2 Purposes. Sick leave may be granted to employees when the employee is unable to perform work duties due to illness, disability, the necessity for medical, dental or chiropractic care, childbirth or pregnancy disability, or exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties. An Employee may also use this benefit for safety leave.

An employee may use personal sick leave benefits for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury or for safety leave.

14.3 Funeral. Paid funeral leave may also be granted for a maximum of five days for death of an employee's immediate family or household members. Immediate family is intended to include an employee's or an employee's spouse, child, sister, brother, mother, father, grandparents and grandchildren. Additional funeral leave may also be granted for a maximum of three days for other circumstances as approved by the

employee's supervisor or council. Said additional funeral leave shall be treated as sick leave. Funeral leave shall not be cumulative.

14.4 Proof. To be eligible for sick leave with pay, an employee shall report as soon as possible to the City Administrator the reason for his/her absence. If the absence is of more than five days duration, the employee shall submit a statement from the treating medical professional attesting to the need. Employees shall provide reasonable proof of need of the benefit for safety leave.

14.5 Penalty. Using or claiming sick leave for a purpose not authorized by subdivision 14.2 is cause for disciplinary action.

14.6 Applicability to leave benefits. During the probationary period following an original appointment, an employee is not entitled to sick leave or vacation leave. After the end of the probationary period, an employee is entitled to sick leave and vacation leave accrued from the start of probationary employment.

14.7 Sick Leave Benefits upon Separation. Upon separation from employment, either due to retirement, voluntary or involuntary termination or for whatever reason, Employees will receive payment for 75% of all sick leave in their bank. The sick leave payment will be paid into the employee's qualifying HCSP.

ARTICLE 15
SEVERANCE

15.1 Employees whose severance is less than $200.00 will receive payment in cash. Upon an employee’s death, contributions owed but not yet paid to the HCSP will be paid in cash to the employee’s estate or spouse.

ARTICLE 16
HOURS OF WORK

16.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

16.2 Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer. Employees shall deliver signed time cards to the City Administrator so the Employer can keep track of hours worked, compensatory time, overtime and vacation time.

16.3 Employees will receive overtime compensation for hours worked in excess of (40)

hours per week at a rate of time and one-half (1½) the base rate of pay. The beginning of the week for overtime purposes will be established by the Employer.

It has been the common practice of the City and its Police Department to apply for and receive grants from either the State of Minnesota or other governmental entities for specific programs to improve the public safety such as Safe and Sober campaigns or Toward Zero Death campaigns. In those situations where the Police Chief works hours above and in excess of 40 hours per week, the Police Chief may be paid for such overtime from such funds received for the grant programs.

16.4 Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

16.5 Neither the annual salary specified in Appendix A nor overtime pay shall be paid more than once for the same hours worked under any provisions of this agreement.

16.6 Employees eligible for overtime payments may receive compensatory time off in lieu of the overtime payment if agreed upon by the Employee and the Employer. The Employer may require an employee to utilize accrued and unused compensatory time off. Hours of banked compensatory time in excess of 120 hours shall be cashed out in the first pay period each December.

ARTICLE 17
COMPENSATION

17.1 Employees will be compensated as outlined in **Appendix "A".**

17.2 For 2026, 2027, and 2028, a 3.5 % general adjustment shall be applied to the previous year rate on January 1 of each year.

17.3 All employees not at the top step will receive a step increase on January 1 for each calendar year 2026, 2027, and 2028.

17.4 The Fire Chief's base compensation rate shall be $1,000 per month. Fire Chief shall also receive $35.00/hour while performing official administrative duties as Fire Chief, excluding emergency calls, regular scheduled trainings, fundraising events, and regularly scheduled meetings with fire staff.

17.5 An employee called to serve as a juror shall receive compensation equal to the difference between their regular pay and any compensation provided by the courts, less mileage. The employee shall provide records sufficient to warrant the calculation of payment.

ARTICLE 18
CALL OUT

18.1 Employees shall make reasonable determinations as to the assignment of duties to subordinates, where "reasonableness" includes the ability of lower-paid employees to perform necessary job functions. If the situation requires the Employee be called to duty during his or her scheduled off-duty time, the Employee shall receive a minimum of two (2) hours of compensatory time. An extension or early report to a regularly scheduled shift does not qualify the employee for the two (2) hour minimum.

ARTICLE 19
SAVINGS CLAUSE

19.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, a state or federal administrative agency from whose final judgment or decree no appeal has been taken with the time provided, or enacted legislation, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 20
COMPLETE AGREEMENT

20.1 This Agreement shall represent the complete agreement between the Union and the Employer.

20.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

20.3 Any and all prior agreements, resolutions, policies, rules and regulations regarding terms and conditions of employment are hereby superseded.

ARTICLE 21
MUTUAL CONSENT

21.1 This Agreement may be amended any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

ARTICLE 22
DURATION

22.1 This agreement shall be in full force and effect from January 1, 2026, through December 31, 2028.

ARTICLE 23
DRUG AND ALCOHOL POLICY

23.1 This agreement incorporates by reference the Employer's Drug and Alcohol Policy, as it complies with Minnesota Law.

ARTICLE 24
SPECIAL CIRCUMSTANCES

24.1 Motor Vehicles. The Police Chief and Public Works Director will be assigned a take home vehicle. Use of take home vehicles for driving to and from work or work-related meetings or training on off duty hours is permitted. Incidental personal use during the work day, or on the way to or from work, is permitted.

24.2 Uniforms. Upon the request of an Employee, the Employer shall provide up to $650 uniform allowance for uniformed Employees.

24.3 Training. Employees shall be compensated for their training time as time worked. The Employer shall pay for all training required, and for other licensing/ certification fees, to maintain the licensure required to perform the duties of their employment. Other voluntary, job-related training shall be subject to approval of the City.

24.5 The Employer shall reimburse employees for all reasonable costs incurred in obtaining Employer-approved training, including but not limited to, registration, and license fees, mileage, and lodging and meals.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the dates noted below:

FOR. Union



Business Agent

Dated: 17 March 2026

Steward

Dated: _____

FOR. Employer

Mayor

Dated: _____

City Administrator

Dated: _____

Appendix A

CITY OF NISSWA – SUPERVISOR UNIT

2026 Supervisor Unit										
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
12	$32.24	$33.22	$34.21	$35.25	$36.30	$37.40	$38.50	$39.66	$40.85	$42.08
13	$34.18	$35.20	$36.28	$37.35	$38.46	$39.63	$40.83	$42.05	$43.30	$44.60
14	$36.24	$37.32	$38.44	$39.61	$40.79	$42.01	$43.27	$44.57	$45.89	$47.27
15	$38.41	$39.57	$40.76	$41.97	$43.23	$44.54	$45.85	$47.25	$48.67	$50.13
17	$43.15	$44.45	$45.79	$47.15	$48.58	$50.03	$51.53	$53.10	$54.68	$56.32
18	$45.75	$47.11	$48.54	$49.99	$51.48	$53.02	$54.64	$54.64	$57.96	$59.70

2027 Supervisor Unit										
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
12	$33.37	$34.39	$35.40	$36.49	$37.57	$38.71	$39.85	$41.05	$42.28	$43.56
13	$35.37	$36.43	$37.55	$38.66	$39.81	$41.02	$42.26	$43.52	$44.82	$46.16
14	$37.50	$38.63	$39.79	$41.00	$42.22	$43.48	$44.79	$46.13	$47.50	$48.92
15	$39.75	$40.95	$42.18	$43.44	$44.75	$46.09	$47.46	$48.90	$50.37	$51.88
17	$44.66	$46.01	$47.39	$48.81	$50.28	$51.78	$53.34	$54.95	$56.59	$58.30
18	$47.35	$48.76	$50.24	$51.74	$53.28	$54.88	$56.55	$56.55	$59.99	$61.79

2028 Supervisor Unit										
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
12	$34.54	$35.59	$36.64	$37.76	$38.88	$40.07	$41.24	$42.49	$43.76	$45.08
13	$36.61	$37.71	$38.86	$40.01	$41.20	$42.45	$43.74	$45.05	$46.39	$47.77
14	$38.82	$39.98	$41.18	$42.43	$43.69	$45.00	$46.36	$47.74	$49.16	$50.64
15	$41.14	$42.39	$43.66	$44.96	$46.31	$47.71	$49.12	$50.61	$52.13	$53.70
17	$46.22	$47.62	$49.05	$50.51	$52.04	$53.60	$55.20	$56.88	$58.57	$60.34
18	$49.01	$50.47	$52.00	$53.55	$55.15	$56.80	$58.53	$58.53	$62.09	$63.95

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Nisswa ("Employer") and Minnesota Public Employees Association, Inc. Supervisor's Unit ("Union").

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit;

WHEREAS, Employer and Union are parties to a labor agreement for January 1, 2026 through December 31, 2028; and

WHEREAS, the Employer and the Union desire to memorialize "me too" wage increases for non-represented employees in calendar years 2026, 2027, and 2028.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Wages for Non-Represented Employees

If City council approves a wage increase percentage for non-represented employees of the City in either calendar years 2026, 2027, or 2028 that is higher than the wage increase percentage in Appendix A of the labor agreement, employees in the appropriate bargaining unit shall also receive that difference in percentage increase. If non-represented employees receive a wage increase percentage that is lower than provided in Appendix A of the labor agreement for calendar years 2026, 2027, or 2028, employees in the appropriate unit shall be compensated at the rate specified in Appendix A. Nothing in this memorandum is intended to compound increases specified under Appendix A and increases City Council approves for non-represented employees of the City.

Article 2. Entire Agreement

This MOU constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Waiver of Bargaining

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU.

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the

Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

Article 5. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Agreement of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations.

Article 7. Effective Date

This MOU is effective January 1, 2026 and expires on December 31, 2028, and is no longer in force and effect, effective January 1, 2029.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

CITY OF NISSWA	MINNESOTA PUBLIC EMPLOYEES ASSOCIATION, INC. SUPERVISOR'S UNIT
By _____	By _____
Mayor	Its President
And _____	And _____
City Administrator	Its Representative
Date: _____	Date: 17 March 2026

MEMORANDUM OF UNDERSTANDING

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WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit;

WHEREAS, Employer and Union are parties to a labor agreement for January 1, 2026 through December 31, 2028;

WHEREAS, Minn. Stat. ch. 268B, the Minnesota Paid Leave ("MPL") Law, establishes a mandatory public insurance program providing eligible employees with paid leave for family and medical reasons beginning January 1, 2026;

WHEREAS, the MPL plan is funded by premium contributions payable to the Employer's designated MPL insurance carrier and split between the Employer and employees under Minn. Stat. sec. 268B.14, subd. 3 whereby employers pay a portion of the MPL premium contribution and employees pay the remaining portion of the contribution through a payroll deduction; and

WHEREAS, the Employer and the Union desire to memorialize the Employer MPL premium contribution rate for calendar years 2026, 2027, and 2028.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Paid Family Medical Leave

For calendar years 2026, 2027, and 2028 the Employer will contribute 50% of each employee's MPL premium and the employees will contribute the remaining portion of the premium.

Article 2. Entire Agreement

This MOU constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

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CITY OF NISSWA	MINNESOTA PUBLIC EMPLOYEES ASSOCIATION, INC. SUPERVISOR'S UNIT
By _____	By 
Mayor	Its President
And _____	And _____
City Administrator	Its Representative
Date: _____	Date: 17 March 2026

01/01/2026 THROUGH 12/31/2028

LABOR AGREEMENT

BETWEEN

THE CITY OF NISSWA

AND

MINNESOTA PUBLIC EMPLOYEES ASSOCIATION, INC.

CLERICAL UNIT

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ARTICLE 1
INTRODUCTION

1.1 This Agreement is made and entered into by and between the City of Nisswa hereinafter referred to as "the Employer" or "the City" and Minnesota Public Employees Association, Inc. hereinafter referred to as "the Union".

ARTICLE 2
RECOGNITION

2.1 The Employer recognizes the Union as the exclusive bargaining representative, under Minn. Stat. §179A.03, Subd. 8, as certified by the Bureau of Mediation Services, and described as: All city administrator clerical support staff employees employed by the City of Nisswa, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees. This includes the following Bargaining Unit position and current employees:

City Clerk
Finance Specialist

The parties agree that limited term, temporary and intermittent/casual employees are excluded from the bargaining unit.

2.2 In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3
DEFINITIONS

3.1 Employee: A member of the exclusively recognized bargaining unit.

3.2 Employer: The City of Nisswa or the Nisswa City Council.

3.3 Regular Full-time Employee: An employee in a classified bargaining unit position who is regularly scheduled to work 40 hours per week and has successfully completed the probationary period.

3.4 Regular Part-time Employee: An employee in a classified bargaining unit position who is regularly scheduled to work less than 40 hours per week and has successfully completed the probationary period.

3.5 Days: Except as indicated otherwise in the Agreement, all references to days are calendar days.

ARTICLE 4
UNION SECURITY

4.1 The Union may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) calendar days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the employer a current list of any non-employee business representative(s) upon execution of this agreement.

4.2 The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:

4.2.1 The Union may designate employees from the bargaining unit to act as a Steward and an alternate and shall inform the Employer in writing of such choice and changes in the position or steward and/or alternate.

4.2.2 The Employer agrees to allow stewards a reasonable amount of time off for the purpose of bargaining and processing grievances on behalf of Employees with prior notice to the Employer and a determination by the Employer that work needs permit such interruption. The Employer must approve the time off. The stewards shall notify the Employer upon resumption of their work.

4.2.3 A non-employee business representative of the Union, previously certified to the Employer as provided herein may come on the premises of the Employer for the purpose of bargaining and processing grievances.

4.3 In recognition of the Union as the exclusive representative:

4.3.1 The Employer shall deduct an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and

4.3.2 The Employer shall remit such deduction to the appropriate designated officer of the Union with a list of the names of the employees from whose wage deductions were made; and the Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.

4.3.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).

4.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by a Union

member as a result of any action taken by the Employer under all provisions of this Agreement.

ARTICLE 5
MANAGEMENT RIGHTS

5.1 The Union recognizes the unrestricted right and full authority of the Employer to operate and manage its affairs in all respects in accordance with its management rights, existing and future laws and regulations of the appropriate authorities. The rights or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

5.2 Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all of its various aspects, including but not limited to the full and unrestricted right to operate and manage the workforce, all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule work, working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services including the right to subcontract any or all functions performed by members of this bargaining unit, to take any and all actions necessity to carry out the operations of the employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this agreement to the extent practicable, to assign duties, tasks, and jobs, and to perform such other inherent managerial function as set forth in the Minnesota Public Employee Labor Relations Act of 1971, as amended.

5.3 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

5.4 The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives, and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws. The Employer will provide the Union, when practicable, with notice of any proposed change in any policy applicable to the bargaining unit members at least ten (10) days prior to implementation of the policy. The policies which affect the terms and conditions of employment herein negotiated may not be changed without notice and consent of the Union.

5.5 Any term and condition of employment not specifically established or modified by the Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6
NO STRIKE

6.1 Neither the Union, its officers or agents, nor any of the Employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slow-downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation of the rights, privileges, or obligations of employment, during the life of this Agreement.

ARTICLE 7
INSURANCE

7.1 All eligible full-time employees may participate in the Employer's health insurance program, pursuant to the then existing rules and regulations for the Employer's health insurance program. An eligible employee is defined as an individual who would be covered under the health insurance coverage provisions of both the City's personnel policies and insurance plan documents between the City and insurer.

7.2 For the year 2025 the Employer will contribute $987.00 per month toward the single premium for health insurance and $1,523.00 per month toward the family premium for health insurance, under the Employer’s health insurance program. The parties to this agreement agree that insurance contributions under this provision for calendar years 2027 and 2028 shall be reopened for negotiation. All other terms and conditions of this agreement shall remain in force and effect and shall not be subject to reopening except otherwise provided under Article 20.

7.3 The Employer will provide short-term disability insurance, long-term disability insurance, and a life insurance policy in the amount of $50,000.00 for all full-time employees.

ARTICLE 8
PROBATION

8.1 Probationary employees. All employees hired into a regular full- time position who are original hires, or rehires following separation, shall serve a probationary period of six (6) consecutive months of active work (which does not include time spent on a

leave of absence except as may be required by law). The Employer may extend this probation one time for a period not to exceed ninety (90) days upon notice to the employee and Union.

8.2 At any time during the probationary periods noted in Section 1, an employee may be terminated at the discretion of the Employer without such discharge being a violation of this Agreement and such termination is not a proper subject for Article 9. The probationary employee so terminated shall be notified in writing of the reasons for the termination and shall not have the right to appeal.

8.3 A permanent employee, not a newly hired employee, terminated during the probationary period from a position to which he/ she was transferred or promoted, wherever practicable shall be reinstated to the position from which he/ she was promoted or transferred, provided the former position is still available and said employee is still qualified based on merit and fitness. If the former position is not available, said employee shall be placed on a leave of absence without pay, unless terminated.

8.4 Probationary employees shall accrue sick leave and vacation leave during their probationary period. Any use of sick leave or vacation leave during the probationary period must be authorized by the employee's supervisor in advance.

ARTICLE 9
GRIEVANCE PROCEDURE

9.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

9.2 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the steward and grievant employee(s) and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee(s) and the steward representative shall be allowed reasonable time, without pay, for the investigation or presentation of grievances during normal working hours.

9.3 Procedure. Grievances, as defined by Article 9, shall be resolved in conformance with the following procedure:

9.3.1 Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the first occurrence of the event constituting such alleged violation, present such grievance in writing to the City Administrator. The City Administrator will

discuss the matter with the grievant and/or Union representative and give an answer to such Step 1 grievance to the Union representative within ten (10) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, shall be signed by the grievant and shall be appealed to Step 2 within ten (10) calendar days after the City Administrator's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

9.3.2 Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer designated Step 2 representative shall be the City Council, but the grievance writing must be presented to the Mayor with copy to the City Labor Attorney. The Employer-designated representative shall give the Union representative the Employer's answer in writing within ten (10) calendar days following the Step 2 meeting.

Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days after receipt of such Step 2 grievance final answer shall be considered waived. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2.

9.3.3 Step 3. Mediation: A grievance unresolved at Step 2 may be submitted to the MN Bureau of Mediation Services ("BMS") for mediation within 10 days after Union receipt of the Employer's response to Step 2. If the grievance is resolved through Mediation, the settlement shall be reduced to writing and signed by the Union and the Employer. If the grievance is unresolved through Mediation, it may be appealed to Step 4 within 10 days starting the day following the Mediation Meeting Session.

This Step may be declined by either party in writing to the other party. If either party elects to not go through with Mediation after initially agreeing, it must be withdrawn in writing; then the grievance can be appealed to Step 4 within 10 days starting the day following the party's written withdrawal from mediation.

9.3.4 Step 4. The Union shall notify the Employer of a grievance unresolved in Step 3 and appealed to Step 4 in writing within ten (10) calendar days following Step 3. The Union shall notify the Bureau of Mediation Services within ten (10) calendar days of the notice of appeal to the Employer that the Union is submitting the matter to arbitration and the Union shall request that the Bureau of Mediation Services provide the parties with a list of arbitrators. The selection of an Arbitrator

shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services. The Union must contact the Employer within ten (10) calendar days of the date that the Bureau of Mediation Services has mailed the parties a list of arbitrators in order to strike arbitrators or notify the Employer of an objection to the list of arbitrators. The Employer will have a similar obligation to the Union to be prepared to strike arbitrators or notify the Union of an objection to the list of arbitrators. The matter will be then be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act.

9.4 Waiver. If a grievance does not comply with any of the procedural requirements in Article 9, it shall be considered "waived." If a grievance is not appealed in conformance with any of the procedural requirements in Article 9 or any agreed waiver of the requirements thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union at each step.

ARTICLE 10
ARBITRATOR'S AUTHORITY

10.1 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

10.2 The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. If the grievance is covered by law or statute, or not covered by the express provisions of this Agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation.

10.3 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be

shared equally.

10.4 Class action grievances are not permitted pursuant to this collective bargaining agreement. Grievances must personally affect the named grievant(s).

10.5 Choice of Remedy. It is specifically understood that any matters governed by statutory or regulatory provisions, except as expressly provided for in this Agreement, shall not be processed as grievances under this Agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. However, a claim by the Employer that a matter is not subject to grievance will be considered a waiver of this provision. If the aggrieved employee(s) utilizes a procedure other than the grievance procedure herein, then the employee is precluded from appealing under this procedure. If the employee utilizes this procedure, then the employee is precluded from appealing under another procedure. Employees may use both this grievance procedure and a statutory procedure to the extent that it is required by state or federal law.

ARTICLE 11
DISCIPLINE

11.1 The Employer will discipline employees only for just cause.

11.2. Discipline will be progressive, depending upon the severity of the infraction, and will typically be in the following order:

11.2.1. Oral reprimand
11.2.2. Written reprimand
11.2.3. Suspension
11.2.4. Demotion
11.2.5. Discharge

11.3 Written reprimands, suspensions, demotions, or discharges will be in written form.

11.4 Written reprimands and notices of suspension, demotion or discharge shall be read and acknowledged by signature of the Employee. Employee and the Union will receive a copy of such reprimand and/or notices.

11.5 Employees will be given an opportunity to have a Union representative present during questioning concerning an investigation which may result in disciplinary action.

11.6 Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the grievance procedure. The Union recognizes the City's current policy

on "severe infractions" as being grounds for discharge.

ARTICLE 12
HOLIDAYS

12.1 The following will be recognized as paid holidays for full-time regular employees:

New Year's Day (January 1)
Dr. Martin Luther King Jr. Day (Third Monday in January)
Presidents Day (Third Monday in February)
Memorial Day (Last Monday in May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (First Monday in September)
Veterans Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Friday after Thanksgiving Day (current ordinance)
Christmas Eve Day (December 24)
Christmas Day (December 25)

12.2 In the event that any of the holidays listed above fall on a Saturday, the Employer will observe the holiday on the prior Friday. In the event that any of the holidays listed above fall on a Sunday, the Employer will observe the holiday on the following Monday. Each holiday commences at the beginning of the first shift on the day in which the holiday occurs and continues for 24 hours thereafter. This section will not apply to individuals regularly scheduled to work weekends to the extent that the holiday falls on a regular work day.

12.3 Regular full-time employees in active status will receive payment for the holiday at their normal rate of pay if they are in a paid status during the last regular shift to which they would have been assigned prior to the holiday and the first regular shift to which they would have been assigned following the holiday.

Employees on a leave of absence (not in active status) other than vacation or sick leave on both the day prior to and following the holiday will not receive holiday pay except as required by law. This holiday payment will not be considered hours of work for purposes of overtime eligibility.

12.4 Employees may be required to work on paid holidays when the nature of their duties or other conditions require. An employee required to work on a holiday shall receive another day off with pay within 30 days thereafter as the Employer determines unless consideration is given to this factor in determining work schedules.

ARTICLE 13
VACATION

13.1 Vacation time may be accrued from one service year to another, to a maximum of 15 days. On the employee's anniversary date of each service year, any vacation accrual over 15 days will be forfeited.

13.2 The Employer will approve vacation requests based on the needs of the City as determined by the Employer. Employees requesting vacation time should make reasonable effort to provide backup where appropriate and cover their duties for the time they will be absent.

13.3 For full-time employees, time will be accrued according to the following schedule:

Vacation Leave Schedule	
Upon Hire & 1 Year	5 Days
2-5 Years	15 Days
6-14 Years	20 Days
15 & over Years	28 Days

A new employee will be granted five (5) days' vacation leave upon hire. The amount of leave shown in the above table will be credited to the employee's leave bank on their anniversary date based on years of service.

A "Day" shall equal the length of a normally scheduled shift at the time the vacation time is earned.

13.4 Upon termination of employment, all Vacation and Compensatory Time hours banked and not forfeited will be paid into the employee's qualifying HCSP.

ARTICLE 14
SICK LEAVE

14.1 Amount. Every full-time employee is entitled to sick leave with pay at the rate of 1 day for each calendar month of full-time employment. A "Day" shall equal the length of a normally scheduled shift at the time the sick time is earned. Sick leave may be accumulated to a maximum of 120 days and may be granted in units of not less than 1/4 hour.

14.2 Purposes. Sick leave may be granted to employees when the employee is unable to perform work duties due to illness, disability, the necessity for medical, dental or chiropractic care, childbirth or pregnancy disability, or exposure to contagious disease where such exposure may endanger the health of others with whom the

employee would come in contact in the course of performing work duties. An Employee may also use this benefit for safety leave.

An employee may use personal sick leave benefits for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury or for safety leave.

14.3 Funeral. Paid funeral leave may also be granted for a maximum of five (5) days for death of an employee's immediate family or household members. Immediate family is intended to include an employee's or an employee's spouse, child, sister, brother, mother, father, grandparents and grandchildren. Additional funeral leave may also be granted for a maximum of three (3) days for other circumstances as approved by the City Administrator. Said additional funeral leave shall be treated as sick leave. Funeral leave shall not be cumulative.

14.4 Proof. To be eligible for sick leave with pay, an employee shall report as soon as possible to the City Administrator the reason for his/her absence. If the absence is of more than five days duration, the employee shall submit a statement from the treating medical professional attesting to the need. Employees shall provide reasonable proof of need of the benefit for safety leave.

14.5 Penalty. Using or claiming sick leave for a purpose not authorized by subdivision 14.2 is cause for disciplinary action.

14.6 Sick Leave Benefits upon Separation. Upon separation from employment, either due to retirement, voluntary or involuntary termination or for whatever reason, Employees will receive payment for 75% of all sick leave in their bank. The sick leave payment will be paid into the employee's qualifying HCSP.

ARTICLE 15
SEVERANCE

15.1 Employees whose severance is less than $200.00 will receive payment in cash. Upon an employee's death, contributions owed but not yet paid to the HCSP will be paid in cash to the employee's estate or spouse.

ARTICLE 16
HOURS OF WORK

16.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

16.2 Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer. Employees shall deliver signed time cards to the City Administrator so the Employer can keep track of hours worked, compensatory time, overtime and vacation time.

16.3 Employees will receive overtime compensation for hours worked in excess of forty (40) hours per week at a rate of time and one-half (1 ½) the base rate of pay. The beginning of the week for overtime purposes will be established by the Employer.

16.4 Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

16.5 Neither the annual salary specified in Appendix A nor overtime pay shall be paid more than once for the same hours worked under any provisions of this agreement.

16.6 Employees eligible for overtime payments may receive compensatory time off in lieu of the overtime payment if agreed upon by the Employee and the Employer. The Employer may require an employee to utilize accrued and unused compensatory time off. Hours of banked compensatory time in excess of 80 hours shall be cashed out in the first pay period each December.

ARTICLE 17
COMPENSATION

17.1 Employees will be compensated as outlined in **Appendix "A".**

17.2 For 2026, 2027, and 2028, a 3.5 % general adjustment shall be applied to the previous year rate on January 1 of each year.

17.3 All employees not at the top step will receive a step increase on January 1 for each calendar year 2026, 2027, and 2028.

17.4 An employee called to serve as a juror shall receive compensation equal to the difference between their regular pay and any compensation provided by the courts, less mileage. The employee shall provide records sufficient to warrant the calculation of payment.

ARTICLE 18
SAVINGS CLAUSE

18.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, a state or federal administrative agency from whose final judgment or decree no appeal has been taken with the time

provided, or enacted legislation, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 19
COMPLETE AGREEMENT

19.1 This Agreement shall represent the complete agreement between the Union and the Employer.

19.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

19.3 Any and all prior agreements, resolutions, policies, rules and regulations regarding terms and conditions of employment are hereby superseded.

ARTICLE 20
MUTUAL CONSENT

20.1 This Agreement may be amended any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

ARTICLE 21
DURATION

21.1 This agreement shall be in full force and effect from January 1, 2026, through December 31, 2028.

ARTICLE 22
DRUG AND ALCOHOL POLICY

22.1 This agreement incorporates by reference the Employer's Drug and Alcohol Policy, as it complies with Minnesota Law.

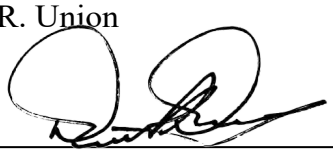
ARTICLE 23
SPECIAL CIRCUMSTANCES

23.1 Training. Employees shall be compensated for their training time as time worked. The Employer shall pay for all training required, and for other licensing/ certification fees, to maintain the licensure required to perform the duties of their employment. Other voluntary, job-related training shall be subject to approval of the City.

23.1.1 The Employer shall reimburse employees for all reasonable costs incurred in obtaining Employer-approved training, including but not limited to, registration, and license fees, mileage, and lodging and meals.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the dates noted below:

FOR. Union



Business Agent

Dated: 17 March 2026

Steward

Dated: _____

FOR. Employer

Mayor

Dated: _____

City Administrator

Dated: _____

Appendix A

CITY OF NISSWA – CLERICAL UNIT

2026 Clerical Unit										
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
9	$26.68	$27.49	$28.31	$29.14	$30.02	$30.92	$31.85	$32.81	$33.78	$35.48
11	$29.97	$30.87	$31.80	$32.76	$33.73	$34.74	$35.80	$36.88	$37.97	$39.87

2027 Clerical Unit										
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
9	$27.62	$28.45	$29.30	$30.15	$31.07	$32.00	$32.96	$33.96	$34.96	$36.72
11	$31.02	$31.95	$32.91	$33.90	$34.91	$35.96	$37.05	$38.17	$39.30	$41.26

2028 Clerical Unit										
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
9	$28.58	$29.45	$30.32	$31.21	$32.15	$33.12	$34.12	$35.15	$36.19	$38.01
11	$32.11	$33.07	$34.06	$35.09	$36.13	$37.22	$38.35	$39.50	$40.68	$42.71

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Nisswa ("Employer") and Minnesota Public Employees Association, Inc. Clerical Unit ("Union").

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit;

WHEREAS, Employer and Union are parties to a labor agreement for January 1, 2026 through December 31, 2028; and

WHEREAS, the Employer and the Union desire to memorialize "me too" wage increases for non-represented employees in calendar years 2026, 2027, and 2028.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Wages for Non-Represented Employees

If City council approves a wage increase percentage for non-represented employees of the City in either calendar years 2026, 2027, or 2028 that is higher than the wage increase percentage in Appendix A of the labor agreement, employees in the appropriate bargaining unit shall also receive that difference in percentage increase. If non-represented employees receive a wage increase percentage that is lower than provided in Appendix A of the labor agreement for calendar years 2026, 2027, or 2028, employees in the appropriate unit shall be compensated at the rate specified in Appendix A. Nothing in this memorandum is intended to compound increases specified under Appendix A and increases City Council approves for non-represented employees of the City.

Article 2. Entire Agreement

This MOU constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Waiver of Bargaining

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU.

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the

Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

Article 5. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Agreement of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations.

Article 7. Effective Date

This MOU is effective January 1, 2026 and expires on December 31, 2028, and is no longer in force and effect, effective January 1, 2029.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

CITY OF NISSWA	MINNESOTA PUBLIC EMPLOYEES ASSOCIATION, INC. CLERICAL UNIT
By _____	By _____
Mayor	Its President
And _____	And _____
City Administrator	Its Representative
Date: _____	Date: 17 March 2026

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Nisswa ("Employer") and Minnesota Public Employees Association, Inc. Clerical Unit ("Union").

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit;

WHEREAS, Employer and Union are parties to a labor agreement for January 1, 2026 through December 31, 2028;

WHEREAS, Minn. Stat. ch. 268B, the Minnesota Paid Leave ("MPL") Law, establishes a mandatory public insurance program providing eligible employees with paid leave for family and medical reasons beginning January 1, 2026;

WHEREAS, the MPL plan is funded by premium contributions payable to the Employer's designated MPL insurance carrier and split between the Employer and employees under Minn. Stat. sec. 268B.14, subd. 3 whereby employers pay a portion of the MPL premium contribution and employees pay the remaining portion of the contribution through a payroll deduction; and

WHEREAS, the Employer and the Union desire to memorialize the Employer MPL premium contribution rate for calendar years 2026, 2027, and 2028.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Paid Family Medical Leave

For calendar years 2026, 2027, and 2028 the Employer will contribute 50% of each employee's MPL premium and the employees will contribute the remaining portion of the premium.

Article 2. Entire Agreement

This MOU constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

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CITY OF NISSWA	MINNESOTA PUBLIC EMPLOYEES ASSOCIATION, INC. CLERICAL UNIT
By _____	By _____
Mayor	Its President
And _____	And _____
City Administrator	Its Representative
Date: _____	Date: 17 March 2026

AGREEMENT

between

CITY OF NISSWA

-and-

TEAMSTERS GENERAL LOCAL No. 346

January 1, 2026 – December 31, 2028

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AGREEMENT

BETWEEN

CITY OF NISSWA

AND

TEAMSTERS GENERAL LOCAL No. 346

POLICE DEPARTMENT UNIT

PREAMBLE

The City of Nisswa, hereinafter referred to as the "Employer," and Teamsters General Local No. 346 of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," representing employees in those classifications covered by this Agreement, do hereby enter into this Agreement for the purpose of setting forth the full and complete understanding of the parties regarding terms and conditions of employment of the bargaining unit members. This Agreement incorporates the entire understanding of the parties and shall supersede and replace all previous agreements between the parties hereto.

ARTICLE 1
RECOGNITION

1.1 Local Union No. 346, affiliated with the International Brotherhood of Teamsters, shall be recognized as the sole and exclusive collective bargaining agent for a bargaining unit of employees defined as follows:

> All licensed essential employees of the City of Nisswa Police Department, Nisswa, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding the Chief of Police, supervisory and confidential employees. (BMS Case No. 21PCL0184)

ARTICLE 2
EMPLOYER SECURITY

2.1 Neither the Union, its officers or agents, or any employee in the bargaining unit, will engage in, encourage, sanction, or support any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act of 1971, as amended.

2.2 The failure or refusal on the part of any employee to comply with the provisions of this Article 2 may result in immediate discipline up to and including discharge, which shall be subject to the grievance procedure.

2.3 In the event that an unauthorized strike occurs, the Union shall immediately:

(1) Notify the Employer that such strike is unauthorized;
(2) Order its members back to work; and
(3) Advise the employees, in writing, that the strike is unauthorized and that employees are directed to cease such action and return to normal work.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 The Union recognizes the right of the Employer to operate and manage its affairs in all respects, subject to compliance with applicable laws and regulations. All prerogatives, rights and authority which the Employer has not officially abridged, delegated or modified by express terms of this Agreement are therefore retained by the Employer.

3.2 The Employer retains the right to maintain and improve efficiency; to determine the quality and quantity of work performed; to hire, promote, demote, classify, transfer, layoff, and suspend employees, to discipline or discharge any employee for just cause, and to retain employees; to determine the number of employees to be employed and the amount of supervision; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies and services; to make, enforce and alter, from time to time, reasonable rules, policies and regulations, and to require employees to observe the Employer rules, policies and regulations; to schedule work, to determine the number of hours to be worked, and the extension, limitations, curtailment or cessation of operations or any part thereof; to determine the methods and equipment to be utilized and the type of services to be provided; to change, modify, or discontinue existing methods of service and equipment to be used or provided; to contract or subcontract, after meeting and conferring with the Union, work normally done or which could be done by employees covered by this Agreement; to determine the utilization of technology; to establish, modify, eliminate or otherwise change the organizational structure; to determine qualifications for positions, determine the content of any job and the duties assigned thereto, and the methods and techniques of work; to evaluate the performance of all employees; and to manage and administer the Employer's operations.

ARTICLE 4
PRODUCTIVITY

4.1 Employees are expected to honor the principle of "A fair day's work for a fair day's pay." The continued success and operation of this Department is dependent upon delivery of excellent services to our citizens.

4.2 Employees are expected to be present for all scheduled shifts.

4.3 All employees are required to begin work promptly at their designated starting time, and upon completion of meal times and rest periods.

ARTICLE 5
UNION SECURITY

5.1 Dues Check Off. The Employer shall deduct from the wages of employees who authorize such a deduction in writing, beginning with the first payroll period following the employee's first ninety (90) calendar days of employment, an amount necessary to cover monthly Union dues. Monthly dues so deducted, together with a list of employees from whom deductions were made, and the amount of such deductions, shall be forwarded to the Union within thirty (30) days.

5.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of Section 5.1 or 5.2.

5.3 The Union may designate employees from the bargaining unit to act as a Steward and shall inform the Employer in writing of such choice and changes in the position of Steward. Stewards shall not leave their work duties for Union business without prior permission of the Police Chief or designee and they shall notify the Police Chief or designee upon return to their work duties. If a grievance meeting with the Employer is conducted during working hours of the Steward, they will be allowed to participate in the meeting without loss of pay. Even if excused to conduct Union business during work hours, the Steward shall be obligated to respond to the needs of the service if called upon to do so.

5.4 The Employer shall make space available on the employee bulletin boards for the posting of Union notices and announcements. All notices posted on the bulletin board shall be initiated, initialed and dated either by the Business Representative or a Steward. No material shall be posted on the bulletin board which is derogatory to the Employer, its management or facilities or derogatory to individuals either expressly or by implication. The Employer reserves the right to remove any material that is inconsistent with this paragraph and shall promptly advise the Business Representative or Steward if the Employer has removed material.

5.5 The Business Agent of the Union, upon request to the Police Chief, shall be granted permission to enter upon the Employer's premises at times mutually satisfactory to the Business Representative and the Police Chief, for the purpose of (1) meeting with the Police Chief or, with the permission of the Police Chief, with individual employees; (2) attending a Step 2 or Step 3 grievance meeting with the Employer representative; or (3) meeting with bargaining unit employees on an individual basis during non-work periods in a non-work area at a meeting place designated by the Police Chief. During such visits the Business Representative shall not interfere with the service or operations of the Employer or with on-duty employees.

ARTICLE 6
EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

6.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

6.2 Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated as provided by Article 5.4 of this Agreement.

6.3 Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during the normal working hours only when consistent with such employee duties and responsibilities, and subject to the approval of the Employer. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the approval of the Employer, based on the Employer's determination that such absence is reasonable and would not be detrimental to the work programs of the Employer.

6.4 Procedure: Grievances, as defined by Article 6 shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a grievance as defined in this Article 6 shall, within fourteen (14) calendar days after the date of the first event giving rise to the grievance, or in the case of a pay grievance within fourteen (14) calendar days after the employee's receipt of the first pay check showing the grievable pay amount, present such grievance to the Police Chief. The Police Chief will discuss and give an answer to such Step 1 grievance within seven (7) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the remedy requested. The grievance shall be appealed to Step 2 within twenty-one (21) calendar days after the date of the first event giving rise to the grievance, or in the case of a pay grievance, within twenty-one (21) calendar days after the employee's receipt of the first paycheck showing the grievable pay amount. Any grievance not appealed in writing shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union to the Police Chief. If the grievance has been properly and timely appealed, the City shall set a time to meet with the Union regarding the grievance within fourteen (14) calendar days after the Step 2 appeal is received. After the meeting the City shall give the Union the Employer's answer in writing within seven (7) calendar days after the meeting. The City may elect to have the grievance heard and answered by a committee designated by the City Council.

A grievance not resolved in Step 2 may be appealed to Step 3 within seven (7) calendar days following the City's written answer in Step 2. Any grievance not appealed in writing within the time limits provided herein shall be considered waived.

Step 2A. Upon completion of the previous procedure and prior to requesting arbitration, the Union and the Employer may request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) calendar days following the decision in Step 2. In the event the parties mutually agree to mediation, the time limit for requesting arbitration pursuant to Step 3 shall commence as of the date of conclusion of the mediation. In the event the parties do not mutually agree to mediation, the grievance may be submitted to Step 3, Arbitration, within ten (10) calendar days after the mediation request is denied.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration by the Union submitting the notice of request for arbitration to the Employer within ten (10) calendar days after the Step 2 response. The arbitration proceeding shall be conducted by an arbitrator selected from a panel of arbitrators provided by the Bureau of Mediation Services pursuant to the provisions of the Public Employment Labor Relations Act of 1971, as amended. . The selection of an arbitrator shall be made in accordance with Minnesota Statutes Section 179A.21. However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statutes Section 626.892.

6.5 Arbitrator's Authority

A. The arbitrator shall have no right to amend, modify, nullify, ignore, or add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union,

and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall not have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 Answer to Grievance: If the Employer does not answer the Step 1 grievance within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to Step 2. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union in each Step.

6.7 Choice of Remedy: If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 6 or a procedure such as: Civil Service or Veteran's Preference. If appealed to any procedure other than Step 3 of this Article, the grievance is not subject to the arbitration procedure set forth herein. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 3 of this Article or another appeal procedure - and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 3 of this grievance procedure.

6.8 Postmark: A grievance shall be considered to have been within the time limits set forth in this Article if it is postmarked within the time limits specified.

ARTICLE 7
DISCIPLINE

7.1 The Employer will discipline for just cause only. Discipline shall be in the form of:
a) Oral Reprimand;
b) Written Reprimand;
c) Suspension without pay;

d) Demotion;
e) Discharge.

The parties recognize the principles of progressive discipline, but acknowledge and agree that the appropriate level of discipline in each case depends on the circumstances. Progressive discipline does not require that discipline be imposed in the order listed in this Section.

7.2 Discipline will be in written form and shall be read and acknowledged by signature of the employee. The employee's signature is an acknowledgment of receipt of the discipline and does not constitute admission of guilt and does not prevent the grievance from being submitted to the grievance procedure.

7.3 Employees may examine their own individual personnel files at reasonable times under supervision of the Employer, as provided in Minn. Stat. §181.961.

7.4 If the Employer has reason to reprimand an employee, the Employer shall attempt to do it in a manner that will not embarrass the employee before other employees or the public.

ARTICLE 8
OVERTIME, COMPENSATORY TIME

8.1 All hours worked by an employee in excess of eighty (80) hours in a fourteen (14) day work period shall be compensated for at the rate of one and one-half (1½) times the employee's regular straight time rate of pay or as compensatory time, figured at one and one-half (1½) hours of compensatory time for each hour of overtime worked. Accumulation of and use of compensatory time is subject to approval of the Police Chief. For overtime purposes, the normal workweek shall start on Monday and end on Sunday.

Subd.1: Sick leave time taken during any two (2) week pay period shall not count towards the purpose of overtime within that payroll period of time only.
Subd.2: Compensatory time taken during any two (2) week pay period shall not count towards the purpose of overtime within that payroll period of time only.

8.2 Compensatory time may not accumulate in excess of eighty (80) hours.

8.3 An Employee who is required to appear in Court during scheduled off duty time shall receive a minimum of two (2) hours pay or compensatory time at the overtime rate of one and one-half (1 ½) times the Employee's base rate of pay. If court is cancelled within twenty-four (24) hours of appearance, an employee shall receive compensation of two (2) hours minimum pay.

8.4 Employees called back to work during their off-duty hours shall be paid a minimum of two (2) hours pay or compensatory time at the overtime rate of time and one-half the regular hourly rate.

8.5 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. Overtime will be calculated to the nearest quarter of the hour.

8.6 Employees have the obligation to work overtime or call backs if requested by the Employer, provided the employee meets departmental policy standards for reporting for duty.

8.7 Overtime shifts shall be offered in order of seniority to available, qualified employees. A shift which is worked by a part-time employee at straight time is not considered an overtime shift.

8.8 When an officer's hours of work are covered by a grant or a special program which reimburses the City for officer time at overtime rates, the officer will be compensated at the overtime rate, regardless of whether the officer is otherwise eligible for overtime under the terms of this contract.

ARTICLE 9
WORK SCHEDULES

9.1 Work schedules shall be established by the Police Chief. The work schedule for the following calendar month shall be posted at least fourteen (14) days prior to the beginning of the month. Employees normally will not be scheduled for more than six (6) consecutive straight time shifts. The work schedule may be changed upon thirty (30) days advance written notice to the Union, except that in case of extenuating circumstances, which may include but would not be limited to schedule changes to cover shifts which become vacant due to an officer's temporary absence, additional staff needed for a special purpose, or for other reasons of whatsoever nature as deemed necessary by the Police Chief, the thirty (30) day notice shall not be required. An employee will not be removed from a previously scheduled shift solely to avoid overtime.

9.2 The normal work year shall consist of two thousand eighty (2080) hours, to be accounted for by each employee through:

a. Hours worked on assigned shifts;
b. Holidays;
c. Authorized paid leave time.

Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

9.3 Employees may switch shifts with the approval of the Police Chief. Permission to switch shifts may be denied if the switch would result in an obligation to pay overtime or for other reasons as determined by the Police Chief.

9.4 When an employee has been approved by the Police Chief to attend classes in Law Enforcement, the employee shall be compensated at the regular rate of pay, for time actually spent in attendance at the class. Documentation of actual class time must be provided. Direct travel time to and from the training may be compensated at the employee's straight time rate of pay, if approved by the Police Chief per Department policy. Travel expense reimbursement is subject to the City of Nisswa Personnel Policy.

9.5 All employees who, because of their duties are asked to remain away from their home portals, shall receive compensation for food and lodging reasonably and necessarily incurred and reimbursement for mileage incurred, if authorized to use the employee's private vehicle, at the IRS applicable established mileage rate, as approved by the City Council, and direct travel time to and from shall be compensated as paid work time.

ARTICLE 10
HOLIDAYS

10.1 All full-time employees shall receive eight (8) hours holiday pay for the following paid holidays:

New Year's Day	Fourth of July	Christmas Eve Day
Martin Luther King Day	Labor Day	Christmas Day
President's Day	Veteran's Day	
Memorial Day	Thanksgiving Day	
Juneteenth	Day after Thanksgiving	

10.2 An employee who works on any of the above mentioned holidays shall also receive pay at one and one-half (1½) times the employee's regular straight time hourly rate for all such hours worked on the holiday.

10.3 All official holidays shall be considered to commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four hours thereafter.

10.4 Eligible employees shall receive pay for official holidays at their normal rate of pay if they are at work or on a leave of absence with pay during the last regular shift to which they would have been assigned prior to the holiday and the first regular shift to which they would have been assigned following the holiday. Sick leave may not be used immediately before or after a holiday, unless authorized by the Police Chief.

10.5 When a paid holiday falls during a vacation period, the employee shall receive straight time pay for the holiday (8 hours) and be entitled to another day of vacation.

10.6 Employees shall at their option be allowed to bank the designated eight (8) hour Holiday pay into their compensatory time bank or be paid at their straight time hourly rate of pay.

ARTICLE 11
SICK LEAVE

11.1 Full-time employees shall earn sick leave with pay at the rate of eight (10) hours per calendar month of full time employment. Sick leave shall accumulate to a maximum of nine hundred sixty (960) hours and may be granted in increments of not less than one half (1/2) hour.

- Sick leave may be used only for days when the employee would otherwise have been at work. It cannot be used for scheduled days off.
- Sick leave does not accrue during an unpaid leave of absence.
- Casual, Temporary, and seasonal employees will not earn or accrue sick leave.

Sick leave may be used as follows:

- For medical, dental, or other care provider appointments.
- When an employee has been exposed to a contagious disease of such a nature that his/her presence at the workplace could endanger the health of others.
- When an employee is unable to perform work duties due to illness or disability (including pregnancy).
- To care for the employee's injured or ill children, including stepchildren or foster children (including adult children), for reasonable periods as the employee's attendance with the child may be necessary.
- To take children, or other family members to a medical, dental, or other care provider appointment.
- Up to 16 hours can be used per year for employee mental wellness.
- To care for an ill spouse, father, father-in-law, mother, mother-in-law, stepparent, grandparent, grandchild, sister, or brother.
- Safety leave – employees are authorized to use sick leave for reasonable absences for themselves or relatives (employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) who are providing or receiving assistance because they, or a relative, is a victim of sexual assault, domestic abuse, or stalking. Safety leave for those listed, other than the employee and the employee's child, is limited to 160 hours in any 12-month period.

11.2 Upon separation from employment for any reason other than just cause, employees shall be compensated for fifty percent (50%) of their sick leave accrual. Employees with ten

(10) years or more of service to the City shall be compensated for one hundred (100%) of their sick leave accrual. Such pay shall be computed at the employee's regular straight time hourly rate of pay at the time of the employee's separation, payable to the employee's Post-Employment Health Care Savings Plan account, except in the event of an employee death, severance pay under this Article shall be paid to the employee's estate.

11.3 An employee shall be granted sick leave with pay when the employee is unable to perform work duties due to illness, the necessity for medical, chiropractic or dental care, childbirth or pregnancy disability, or exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of duty. Employees may also use accumulated sick leave for the illness of their child or spouse for such reasonable periods as the employee's attendance with the child or spouse is medically necessary.

11.4 For employees receiving weekly benefits under the Workers Compensation Act, any accumulated unused sick leave may be used to make up the difference between such benefits and the employee's normal net earnings each period.

11.5 If the City Council authorizes City employees to donate vacation and/or sick leave to a co-worker, bargaining unit members may participate according to the terms and conditions approved by the City Council.

ARTICLE 12
VACATIONS

12.1 All regular full-time employees shall earn vacation on the following basis:

After time of Service	Annual Accrual
6 months*	50 hours
1 year	50 hours
2 – 3 years	100 hours
4 - 6 years	150 hours
7 – 9 years	170 hours
10 – 14 years	200 hours
15 – 19 years	220 hours
20 years & over	250 hours

*Employee shall be eligible to use fifty (50) hours of vacation time after six (6) months of service to the City. However, should the employee not successfully complete probation within one (1) year any or all hours will be forfeited within one (1) year probationary period.

12.2 Vacation leave may be used subject to approval of the Police Chief or designee. Employees shall provide written notice of requests for vacation leave. In the case of conflict as to requests for vacation time off, the request of the senior employee shall have priority. Once the vacation requests have been approved, an employee may not use seniority to bump the approved vacation of a less senior employee. Once scheduled, an employee's vacation shall not be changed unless approved by the Police Chief.

12.3 Approved vacation may be taken in one (1) hour minimum increments.

12.4 An employee can carry over a maximum of one hundred and fifty (150) hours of vacation accumulation from one calendar year to the next.

12.5 An Employee who leaves the employment of the City shall receive payment for one hundred (100%) percent of all unused accrued vacation.

ARTICLE 13
UNIFORM/EQUIPMENT

13.1 Employees shall be eligible for reimbursement for the cost of purchasing required uniform items, subject to the approval of the Police Chief, to a maximum of eight hundred fifty ($850.00) dollars per calendar year. Should any employee not utilize all their yearly uniform allowance the Employer shall carry over any remaining amount into the next calendar year. All unused allowance amounts shall not exceed the maximum of one thousand dollars ($1,000.00) total.

13.2 In the event there are changes to a specific style or color of uniforms and/or equipment, and it is mandated by the City of Nisswa, the Employer shall purchase all necessary uniforms (minimum of two sets) and/or equipment. Should uniforms become damaged while in the duty to the City it shall be replaced at no cost to the employee.

13.3 The City shall cover the expense of each officers P.O.S.T. renewal fee. (Currently renewals are for a three (3) year period.)

ARTICLE 14
INSURANCE

14.1 Health and Hospitalization Insurance. The Employer shall provide a group medical/surgical plan for full-time employees and their dependents. The monthly Employer premium contribution amount is outlined in Subd.3. The balance of the premium for the coverage selected by the employee shall be paid by the employee.

Subd.1: Coverage for full-time employees shall be through JC 32 Health & Welfare Fund Public Sector Composite Plan.

Subd.2: Employers contributions shall not be diminished from year to year as a result of the City switching insurance coverage's or carriers.

Subd.3: For calendar year 2025, the Employer premium contribution will be $1,450.00 per month for family coverage.

14.2 Short Term and Long Term Disability. The Employer shall provide and pay one hundred percent (100%) of the premium for a short term disability policy and long term disability policy for each employee.

14.3 Life Insurance. The Employer shall provide and pay the premium for a $50,000term life insurance policy for each employee.

14.4 Claims Against Employer. It is understood that the Employer's only obligation is to provide and make available to employees an insurance policy and to pay such amounts as set forth herein, and no claims shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE 15
LEAVES OF ABSENCE

15.1 Personal Leave: An unpaid leave of absence up to three (3) months for personal reasons may be granted to an employee at the Employer's discretion with prior written approval of the City Council.

15.2 Medical Leave: An employee who has completed the required probationary period, who is unable to perform the duties of the job because of illness or injury and who has exhausted all sick leave credit available, may, upon request, be granted a medical leave of absence, without pay, at the discretion of the Employer up to a period of three (3) months.

A request for leave of absence under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal work responsibilities.
The Employer, in its discretion, may grant an extension(s) of the leave for an additional three (3) months under extraordinary circumstances. As a condition of granting the extension, the Employer may provide that the employee's right to return shall be limited to returning to the first available vacancy in the employee's classification. In no event shall the leave of absence exceed one (1) year in duration.

15.3 Educational Leave: Leave with pay shall be granted for educational purposes if such education is specifically required by the Employer and the employee has received approval from the Employer for such leave.

15.4 Military Leave: Shall be granted as required by State and/or Federal statutes.

15.5 Jury Duty: When an employee performs jury duty or is subpoenaed as a witness in court or voluntarily serves as witness in a case in which the City is a party, the employee is entitled to compensation from the City equal to the difference between the employee's regular pay and the amount received as a juror or witness. An employee must report back to work if released from jury duty during scheduled working hours. Jury duty leave shall not count as hours worked for purposes of determining eligibility for overtime.

15.6 Funeral Leave: Benefit earning employees will be permitted to use up to 40 hours, with pay, as funeral leave upon the death of an immediate family, household members not limited to an employee's adult child, spouse, sibling, parent, grandparent, stepparent, parent-in-law (mother-in-law and father-in-law), and grandchild (includes step-grandchild, biological, adopted, or foster grandchild). This paid leave will not be deducted from the employee's vacation or sick leave balance. Additional funeral leave may also be granted for a maximum of either 21 or 22 hours, depending on length of scheduled shift for other circumstances as approved by the employee's department head and city administrator.

15.7 Terminal Leave: Any employee leaving the municipal service in good standing and upon completion of the probationary period, after giving at least fourteen (14) days advance notice to the Employer, shall be compensated for vacation leave accrued and unused to the date of separation, and sick leave to the extent payable under Section 11.2 hereof, payable to the employee's Post-Employment Health Care Savings Plan account. Failure to comply with this procedure, except where the Employer consents to a lesser notice than the fourteen (14) days, may be considered cause for denying the employee future employment by the City and denying payment of unused vacation accrual and sick leave under Section 11.2.

15.8 Any employee absent from scheduled duty that is not reported to and authorized by the Employer shall be deemed an absence without leave. An employee absent without leave

will be subject to disciplinary action. An employee absent without leave for two (2) consecutive days shall be deemed to have resigned employment. The Employer may grant approval for the leave subsequent to the unauthorized absence, if the Employer determines the circumstances surrounding the absence warrant such action.

15.9 Injury on Duty: For employees receiving benefits under the Worker's Compensation Law, due to an injury sustained in the performance of duties unique to law enforcement, the City shall pay the difference between the Worker's Compensation benefit and the employee's base wage for a period of ninety (90) working days beginning on the first day of lost time. The employee will accrue health and welfare and all other accrued benefits on the same basis as he/she would accrue on active status unless otherwise limited as in the case of retirement benefit formulas. Effective on the ninety–first day compensatory time off accumulated be used to make up the difference between such benefits and the employee's normal net earnings for each period. After all accumulated compensatory time is used sick leave or vacation time may be used to make up the difference between such benefit and the employee's normal net earnings each period.

ARTICLE 16
PROBATIONARY PERIODS

16.1 Probationary Period. All newly hired or rehired full-time employees shall serve a one (1) year probationary period.

16.2 Dismissal. At any time during the probationary period, the Employer shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned.

16.3 Benefits. Vacation and paid sick leave shall accrue upon successful completion of the probationary period, retroactive to date of hire, but may not be taken while the employee is on probation. Payment will be made for holidays that occur during the probationary period.

16.4 Upon successful completion of the probationary period, an employee shall become a regular employee within the meaning of this Agreement.

ARTICLE 17
SENIORITY

17.1 Definitions. Seniority shall be defined as an employee's length of continuous service with the Employer. Upon completion of the probationary period, the seniority date of the employee shall relate back to the employee's initial date of most recent employment.

17.2 Part-Time Employees. A part-time employee's seniority standing shall be based upon total hours of service. The seniority of part-time employees shall always be subordinate to the seniority of full-time employees. If a part-time employee goes to full-time employment, the employee's total hours of service will be divided by 2080 to establish the effective seniority date.

17.3 Seniority List. The seniority list on the effective date of this Agreement shall show the name, hire date and job title of all employees in the bargaining unit. The Employer shall keep the seniority list up to date, in addition to posting the list on the employee's bulletin board on the first working day of each year for a period of fourteen (14) working days, and shall send a copy to the Union.

Employees shall have fifteen (15) working days from the date of the posting to supply written documentation, proof, and a written request for seniority change to the Employer.

17.4 An employee shall lose seniority for any of the following reasons:

a. Resignation;
b. Discharge for just cause;
c. Failure to return to work when recalled from layoff;
d. Failure to be recalled from layoff within one (1) year;
e. Failure to return to work upon expiration of an approved leave of absence.

17.5 Application of Seniority. Seniority shall apply where specifically provided in this Agreement.

17.6 No regular employee shall be laid off while a probationary employee is working and provided the senior regular employee is qualified to perform the work available. Layoff shall be according to seniority within job classification. Probationary employees shall be laid off first. Thereafter layoff shall proceed in inverse order of seniority and recall shall be in the reverse order of layoff within a classification. Notice of recall shall be sent to employees at their last known address as on file with the Employer by registered or certified mail. If the employee fails to report for work within ten (10) calendar days from the date of mailing of the notice of recall, the employee shall be considered to have resigned. Employees shall have the right of recall for a period of one (1) year from the initial layoff date.

ARTICLE 18
DRUG AND ALCOHOL TESTING

18.1 Members of the bargaining unit shall be subject to drug and alcohol testing in accordance with the City of Nisswa Basic Drug and Alcohol Policy.

18.2 Members of the bargaining unit shall, upon request of the Department Head, submit to fingerprinting.

ARTICLE 19
SAFETY

19.1 Employees are required to:

a. Immediately report to their supervisor all unsafe equipment, practices or procedures that pose a threat to the safety of employees or others.
b. Cooperate with and assist in the investigation of accidents to identify the causes and to prevent recurrence.
c. Be active in department and Employer safety programs.
d. Observe and promote safe work habits.
e. Report injuries to supervisor immediately.

Employees who do not follow and abide by the Employer's Safety Procedures will be subject to discipline up to and including termination.

ARTICLE 20
PART-TIME EMPLOYEES

20.1 Part-time employees are defined as employees who meet the definition under Minnesota public employees within Minn. Stat. 179A.03, subd.14. Part-time employees are not eligible for paid holidays, vacation, sick leave or group insurance benefits covered under this agreement.

ARTICLE 21
WAGES, SHIFT DIFFERENTIAL

21.1 Employees shall be paid in accordance with Appendix "A" and attached hereto and made a part of this Agreement.

Shift Differential: Employees shall be paid an additional $1.25 per hour for each hour worked between 4:00 P.M. and 6:00 A.M.

ARTICLE 22
SAVINGS CLAUSE, MODIFICATIONS

22.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. The voided provisions may be renegotiated at the written request of either party. All other provisions shall continue in full force and effect.

22.2 Finality. This Agreement constitutes the full and complete Agreement between the parties. This Agreement may only be modified or changed by written agreement executed by duly authorized representatives of both parties.

ARTICLE 23
DURATION

23.1 The terms of this Agreement shall be effective upon ratification by the Union and the City Council. This Agreement shall continue in full force and effect from January 1, 2026 through December 31, 2028. Either party desiring to amend or modify this Agreement following its expiration shall notify the other in writing at least ninety (90) days prior to the termination date of this Agreement.

In witness whereof, the parties hereto have executed this Agreement on the 16th day of March, 2026.

NISSWA CITY COUNCIL
NISSWA, MINNESOTA

By:_____
Jennifer Carnahan, Mayor

By:_____
Maggi Wentler, Interim City Administrator

TEAMSTERS GENERAL LOCAL 346

By:_____
Secretary-Treasurer

By:_____
President

2026 Teamsters									
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
11	$31.78	$32.73	$33.71	$34.74	$35.76	$36.84	$37.94	$39.08	$40.25
									01/01/26 Hall
									01/01/26 Rooney
							01/01/26 Collette	03/04/26 Collette	
							01/01/26 Thompson	12/26/26 Thompson	
13	$35.87	$36.95	$38.07	$39.22	$40.38	$41.59	$42.85	$44.14	$45.45
								01/01/26 Szymanski	05/20/26 Szymanski

2027 Teamsters									
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
11	$32.89	$33.87	$34.89	$35.95	$37.01	$38.13	$39.27	$40.45	$41.66
									01/01/27 Hall
									01/01/27 Rooney
								01/01/27 Collette	03/04/27 Collette
								01/01/27 Thompson	12/26/27 Thompson
13	$37.13	$38.24	$39.41	$40.59	$41.80	$43.05	$44.35	$45.68	$47.04
									01/01/27 Szymanski

2028 Teamsters									
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
11	$34.05	$35.06	$36.11	$37.21	$38.30	$39.46	$40.64	$41.87	$43.11
									01/01/28 Hall
									01/01/28 Rooney
									01/01/28 Collette
									01/01/28 Thompson

13	$38.42	$39.58	$40.79	$42.01	$43.26	$44.55	$45.90	$47.28	$48.69
									01/01/28 Szymanski

Police Officer – Grade 11
Sergeant – Grade 13

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Nisswa ("Employer") and Teamsters, Local 346 ("Union").

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit;

WHEREAS, Minn. Stat. ch. 268B, the Minnesota Paid Leave ("MPL") Law, establishes a mandatory public insurance program providing eligible employees with paid leave for family and medical reasons beginning January 1, 2026;

WHEREAS, the MPL plan is funded by premium contributions payable to the Employer's designated MPL insurance carrier and split between the Employer and employees under Minn. Stat. sec. 268B.14, subd. 3 whereby employers pay a portion of the MPL premium contribution and employees pay the remaining portion of the contribution through a payroll deduction; and

WHEREAS, the Employer and the Union desire to memorialize the Employer MPL premium contribution rate for calendar year 2026, 2027, and 2028; availability of wage supplementation; and PERA contributions.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Paid Family Medical Leave

Section 1.1 For calendar years 2026, 2027, and 2028 the Employer will contribute 50% of each employee's MPL premium and the employees will contribute the remaining portion of the premium.

Section 1.2 For calendar years 2026, 2027, and 2028 Employer permits each employee to use their other accrued paid leave to supplement any family or medical leave benefits the employee is receiving under Minn. Stat. ch. 268B. At no time shall the supplement and leave benefit payments exceed employee's regular wage.

Section 1.3 Employees who are active participants in the Public Employees Retirement Association (PERA) plan shall continue to receive PERA contributions from the City while on PFML if such leave qualifies as salary continuation or otherwise meets the definition of "covered salary" under Minnesota Statute and PERA administrative rules.

Article 2. Entire Agreement

This MOU constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU.

This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Waiver of Bargaining

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU.

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

Article 5. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Agreement of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations.

Article 7. Effective Date

This MOU is effective January 1, 2026 and expires on December 31, 2028, and is no longer in force and effect, effective January 1, 2029.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

CITY OF NISSWA, MINNESOTA	TEAMSTERS LOCAL NO. 346
By _____ Mayor	By _____ Secretary/Treasurer
And _____ Acting City Administrator	And _____ President
Date: _____	Date: 3-16-2026